

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item #:

5A-3

**Meeting Date:** May 20, 2014

☐ Consent  
☐ Ordinance

☒ Regular  
☐ Public Hearing

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

- A) approve** a Lease Agreement with Lutheran Services Florida, Inc. ("LSF"), a not-for-profit 501(c)(3) Florida corporation for the provision of Head Start services at 50 South Military Trail, West Palm Beach ("Four Points Center");
- B) adopt** a Resolution authorizing the Lease Agreement to LSF for the facilities at Four Points Center;
- C) approve** a Lease Agreement with LSF at 1101 Mentone Road, Lantana ("San Castle"); and
- D) adopt** a Resolution authorizing the Lease Agreement to LSF for the facilities at San Castle.

**Summary:** On September 24, 2013 the Board determined that the County would not apply for Federal Head Start grant funding and supported LSF's application to assume responsibility as Head Start grantee effective July 1, 2014. The leased premises consist of 11,083 sf on the second floor of the Four Points Center; and a 1,988 sf stand alone building at San Castle. While the Leases are effective upon execution, occupancy is contingent on Federal approval of LSF's grant application. The term of the Four Points Center Lease is through December 31, 2014 and the San Castle Lease term is through June 30, 2015. There are no renewal options in either of these Leases. The Four Points Lease provides temporary administrative office space while LSF renovates space for its permanent administrative facility. Since the premises will not be used for Head Start programming, the monthly rent is established at the market rate for comparable commercial office space at \$22.00 per/sf (\$20,318.83 per month). County will provide all utilities and provide routine custodial, repair and maintenance services and LSF will be responsible for any additional services. LSF will continue Early Head Start programming at San Castle for one year and therefore the rent is \$1.00/yr. LSF is responsible for utilities, custodial and pest control services, and repair or maintenance responsibilities. County will perform the building systems repair and maintenance. The County may terminate the Leases; 1) immediately if LSF's grant application is not approved or funded on or before July 1, 2014; and 2) with 180 days notice prior to the end of the grant year. LSF may terminate the San Castle Lease with 90 days notice and the Four Points Center Lease with 30 days notice to County. (FDO Admin) Countywide (HJF)

**Background and Policy Issues:** On September 24, 2013 the Board authorized staff to initiate negotiations with LSF to assume the role of Head Start grantee in Palm Beach County. These Leases provide temporary administrative office space at the Four Points Center through the end of calendar year 2014 and enable the current programming at San Castle to continue until the program is transitioned to the School District in mid-2015. There is a related, separate agenda item for the donation for property and equipment that is no longer required by County and that has been requested by LSF for use in Head Start programming. Additionally, on June 3, 2014, ISS is presenting a network communication agreement for telephone and network communication services for all of the LSF leased buildings. LSF is a Florida not-for-profit corporation and has provided the Disclosure of Beneficial Interests. When LSF vacates each of these facilities, they will be reallocated for County use.

**Attachments:**


- A) Lease Agreement - Four Points Center
- B) Resolution - Four Points Center
- C) Lease Agreement - San Castle
- D) Resolution - San Castle

**Recommended By:**

  
Department Director

4/24/14  
Date

**Approved By:**

  
County Administrator

5/1/14  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$ 60,957 )	(60,956)	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$ 60,957 )	(60,956)	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Rev 6225  
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

The revenues received from this short term lease will accrue to the general fund. The expenses associated with maintenance of the facilities are already included in FDO's operating budget so there is no change.

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

### B. Legal Sufficiency:

Assistant County Attorney

### C. Other Department Review:

Department Director

**LEASE AGREEMENT**

**between**

**PALM BEACH COUNTY**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**(County)**

**and**

**LUTHERAN SERVICES FLORIDA, INC.,  
a not for profit corporation**

**(Tenant)**

**PBC FOUR POINTS CENTER**

**50 South Military Trail  
West Palm Beach, FL 33415**

## **LEASE AGREEMENT**

**THIS LEASE** made and entered into \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

### **WITNESSETH:**

**WHEREAS**, County is the owner of certain real property in the city of West Palm Beach with an address of 50 South Military Trail, West Palm Beach, a portion of which is improved with a building (the "Building") and various other improvements located thereon, and which is depicted and described on Exhibit "A", attached hereto (the "Property"); and

**WHEREAS**, County is operating the administrative offices of its Head Start program in an approximately 11,083 square foot area in the Building as depicted and described on the attached Exhibit "B" (the "Premises"); and

**WHEREAS**, Tenant has applied for grant funding from the Office of Head Start to be the local administrator of the Head Start program in Palm Beach County; and

**WHEREAS**, County is willing to lease the Premises to Tenant for the use and the Term as hereinafter defined and described.

**NOW THEREFORE**, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE I RECITALS**

The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference.

### **ARTICLE II DEFINITIONS**

**"American with Disabilities Act"** ("ADA") shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

**"Board"** shall mean the Board of County Commissioners of Palm Beach County.

**“Capital Repair(s)”** shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that are necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers’ recommendations and that add value to the Premises.

**“Common Areas”** shall mean those areas of the Property such as the parking areas and driveways that are shared with County departments, including but not limited to, Fire Rescue, Purchasing and Consumer Affairs.

**“County Property”** shall mean personal property and equipment that will remain at the Premises for use by Tenant during the Lease Term and that is identified on the attached Exhibit “C”.

**“County Security Processes and Procedures”** shall mean those security processes and procedures provided by County to Tenant which outline the processes and procedures for responding to bomb threats, communicable disease public health threats, biological threats and other emergency situations at the Property.

**“Documentation”** shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

**“Effective Date”** shall have the meaning as described in Section 18.18 of this Lease.

**“Emergency Capital Repair”** shall mean a Capital Repair that County determines is required to be made on an expedited basis; 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition, or 3) in response to a need when the delay incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the County.

**“ESS”** shall mean the County’s Electronic Services & Security Department responsible for card access and security for County facilities.

**“Facility”** shall mean the physical building and structural components of the Premises including any fixed personal property or improvements.

**“FDO”** shall mean the County’s Facilities Development & Operations Department.

**“FMD”** shall mean the Facilities Management Division of FDO.

**“FSD”** shall mean the County’s Facilities Services Division of FDO.

**“Grant”** shall mean a Grant awarded by the Office of Head Start for the Tenant’s Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

**“Grant Application”** shall mean the Tenant’s Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an initial five year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

**“Grant Year”** shall mean the one year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

**“Head Start”** shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

**“Information Systems Services” or “ISS”** shall mean the County’s Information Systems and Services department that is solely responsible for providing network services at the Premises pursuant to a Technology Service Agreement between Tenant and ISS.

**“Maintenance”** shall mean any work (preventative, routine or Repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers’ recommendations and does not add value to the Premises.

**“Notice of Grant Award” or “Notice of Award”** shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

**“Occupancy Date”** shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

**“Office of Head Start”** shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

**“Premises”** shall mean the approximately 11,083 square foot area of the Building as depicted on the attached Exhibit “B”.

**"Repair"** shall mean a form of Maintenance which may or may not involve the replacement of parts, components, or materials.

**"Request for Service Form"** shall mean the form that is attached hereto as Exhibit "D" and used by Tenant to request that County perform Maintenance and Repair at the Premises.

**"Technology Service Agreement"** shall mean the agreement between ISS and Tenant for information technology services beginning on July 1, 2014, that shall include network services and that may include other related information technology services.

### **ARTICLE III BASIC LEASE PROVISIONS**

#### **Section 3.01 Premises.**

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the Premises. Tenant acknowledges that the Property is shared with other County departments, provided, however, that Tenant shall have exclusive possession of the Premises.

#### **Section 3.02 Parking and Common Areas.**

The use and occupancy of the Premises by Tenant shall include the right to the non-exclusive use of the Common Areas depicted on Exhibit "A" attached hereto, including without limitation, parking areas and driveways of the Property. The Tenant shall have the non-exclusive right to use, on a first come first served basis, parking spaces in the Common Areas for Tenant vehicles, Tenant employee and visitor parking.

#### **Section 3.03 Length of Term and Effective Date.**

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Effective Date"), and shall terminate without notice or demand at 11:59 p.m. on December 31, 2014 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

#### **Section 3.04 Notice of Grant Award.**

Tenant shall provide County with a copy of the Notice of Grant Award, within three (3) business days of Tenant's receipt of same. If applicable, Tenant shall provide County with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant's receipt of same. Additionally, and throughout the Term of this Lease, Tenant shall provide County with a copy of all: (1) Notices of Grant Award;

(2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant's receipt of same.

## **ARTICLE IV RENT**

### **Section 4.01 Monthly Rent.**

Tenant shall pay County rent of \$20,318.83 per month (the "Monthly Rent"), payable in advance without notice, on the first day of each month, beginning on the Occupancy Date. Monthly Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. County shall receive the rent payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care or operation, except as specifically provided in this Lease.

### **Section 4.02 Additional Rent.**

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Monthly Rent specified shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Monthly Rent.

### **Section 4.03 Sales, Use and Rent Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.**

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Monthly Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Tenant's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Monthly Rent or Additional Rent.

Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises except to the extent that Tenant and the



purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law.

**Section 4.04 Unpaid Fees, Holdover.**

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises.

**Section 4.05 Accord and Satisfaction.**

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE V  
CONDITION OF LEASED PREMISES, ALTERATIONS**

**Section 5.01 Acceptance of Premises by Tenant.**

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises.

**Section 5.02 Alterations.**

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld, granted, or granted subject to

conditions as determined in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval. Alterations must be performed by County and in accordance to County's design and building criteria. Approval of any such request to be performed by County may be contingent upon Tenant providing full funding for said Alteration. Requests for Alterations to accommodate program functions, equipment or personal property are to be requested through a Request for Service form. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. Upon giving its approval for any work or Alterations, County shall specify whether the Alteration is to be removed, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

#### **Section 5.03 No Liens.**

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises, the Property, or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

### **ARTICLE VI CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

#### **Section 6.01 Occupancy of Premises.**

Tenant's occupancy of the Premises is expressly contingent upon FDO's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2014 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as: (1) Tenant has provided FDO with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, (2) the Director of FDO has provided Tenant with written approval to occupy, and (3) the first month's rent is received by County.

**Section 6.02 Use.**

Tenant shall use and occupy the Premises solely and exclusively for employee office space for the local administration and management of the Head Start program in Palm Beach County in accordance to the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever, without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall seek approval of the County no later than thirty (30) days prior to any special event or activity which will impact the use of the Common Areas or the Property. The Tenant will work with the County to mitigate the impact of the Tenant's special event or activity on the County and the other entities sharing the Property to avoid disruption to program operations. The County's approval of Tenant's special event or activity shall not be unreasonably withheld.

**Section 6.03 Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. Tenant shall be solely responsible for the handling and disposal of hazardous waste, including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers within the interior portions of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises and other contiguous areas to the Premises free and clear of obstruction.

**Section 6.04 Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, including, but not limited to County Code Section 2-371 – 2-390, the Criminal History Record Check ordinance, and all laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises and Common Areas, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

**Section 6.05 Non-Discrimination.**

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

**Section 6.06 Surrender of Premises.**

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in County.

**Section 6.07 Hazardous Materials.**

Tenant and County hereby acknowledge that County occupied the Premises for Head Start Program operations and that Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any preexisting contamination exists or is discovered during the term of this Lease, County shall promptly remove said substance(s) in accordance with Environmental Laws at County's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with County to identify a temporary location for said program during a period of Environmental Remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or the Common Areas or on any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises and utilize the Common Areas in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Release shall mean the release, storage, use, handling, discharge or disposal of Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Release of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of a Release of Hazardous Materials in violation of Environmental Laws upon the Premises or emanating from the Premises onto adjacent lands as a result of the use and occupancy of the Premises by Tenant or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be

incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises in violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Occupancy Date and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall be considered an Emergency Capital Repair to be performed by County pursuant to the provisions of Section 8.03 of this Lease.

Tenant acknowledges the County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

## **ARTICLE VII COUNTY PERSONAL PROPERTY**

### **Section 7.01 County Property.**

The County Property identified on the attached Exhibit "C" shall remain at the Premises for use by Tenant during the Lease Term. Tenant's use of the County Property shall be strictly limited to uses relating to the Tenant's Head Start program in Palm Beach County. At all times the County Property shall remain the sole and exclusive property of the County, and the Tenant shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. Tenant shall not move, disassemble or relocate the County Property.

Tenant certifies that Tenant has inspected the County Property and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the County Property including, without limitation, any relating to the physical condition of the County Property, or the suitability of the County Property for Tenant's intended use. Tenant certifies that it shall use the County Property in a safe and appropriate manner and for its intended purpose.

At the conclusion of the Term, Tenant shall return the County Property to County in good condition and repair as specified herein, normal wear and tear excepted.

The County retains the right to make a final determination as to whether a particular asset located at the Premises on the Occupancy Date is in fact County Property. Tenant shall be responsible for seeking a determination from County on any asset not specifically identified.

**Section 7.02 Repair and Maintenance of County Property.**

The County Property identified on the attached Exhibit "C" shall be maintained by County at Tenant's sole cost and expense. Tenant shall be responsible for notifying County of any Repairs required for County Property and shall immediately notify County of any required Repair, damage, loss, or condition of the County Property that may pose a security or safety risk.

**Section 7.03 Tenant Responsibility for Reimbursement.**

Tenant shall be solely responsible for loss or damage to County Property including loss or damage from acts of vandalism; (1) if such was caused or created by the Tenant, or its agents, contractors, employees or invitees, or (2) if such results from Tenant's failure to secure the Premises or Facility. In such event, County shall Repair or replace said property and Tenant shall reimburse County for the reasonable costs and expenses of the Repair or replacement.

**ARTICLE VIII  
REPAIRS AND MAINTENANCE**

**Section 8.01 County Maintenance and Repair Responsibilities.**

**8.01.01** County shall perform the primary base building/systems Repair and Maintenance required for the Premises generally including components of foundation and substructure, structural systems, exterior wall systems, roof systems, random exterior vandalism (not caused by Tenant's employees, agents, contractors, invitees or guests), electrical system, energy control system, base building HVAC, fixed fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds Maintenance and irrigation for the Premises.

**8.01.02** The County shall perform the secondary building systems Maintenance and Repair responsibilities for the Premises generally including, but not limited to floor covering, interior wall and partitions, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises. The County shall perform the Maintenance and Repair and upkeep of the security, access cards and/or keys and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures and interior plumbing Repairs. The County

shall perform exterior pressure cleaning, window washing and cleaning air conditioning vents.

**8.01.03** County shall provide routine custodial and pest control services and routine spill Maintenance, cleaning of walls, floors, doors, picking up litter and disposal of waste and garbage in the designated dumpster at no cost to Tenant, to be provided at the same frequency and at the same staffing level, as those services are provided for County departments located at the Facility. Tenant shall adopt and enforce any reasonable operational rules and regulations necessary to assist the County in carrying out its Repair and/or Maintenance responsibilities. In the event Tenant desires any services beyond those routinely provided by County, Tenant may make arrangements with County to provide additional services, but Tenant shall be solely responsible for all costs and expenses of the additional services. Tenant shall pay County for any additional services within thirty (30) days after receipt of an invoice from County.

**8.01.04** County shall provide electronic card access to the Premises for Tenant's employees pursuant to County policy and procedure and following completion of the required background check for this Facility which shall be at Tenant's cost. Tenant shall provide ESS with a list of Tenant's employees who will be assigned to the Premises. Access to the perimeter Facility doors will not be modified for Tenant and perimeter Facility access is limited to no more than three (3) Tenant staff members. The perimeter of the Facility is open to the public Monday through Friday, excluding County holidays from 8:00 AM to 5:00 PM. In order to obtain access to the Premises, the listed employees will make an appointment with ESS by calling 561-233-0750 and obtain a photo identification access card. In the event an access card is lost, a notification should be sent via email to FDO-ESS-SUPPORT@pbcgov.org. There is a \$5.00 charge to replace a lost access card. Tenant shall return the access cards to ESS upon the Tenant's surrender of the Premises on or before June 30, 2015. In the event Tenant does not return all access cards at the surrender of the Premises, then Tenant shall remit to the County \$5.00 for each access card that is not returned ("Lost Access Card Fee"). The Lost Access Card Fee shall be remitted to ESS no later than ten (10) days after the Premises is surrendered.

**8.01.05** County shall be responsible for indoor air quality complaints related to Facility mechanical failures or related to County program operations only, and such responsibility shall be strictly limited to referral of the complaints to the County's FMD for assessment and recommendation pursuant to County policy and procedure. The results of any FSD air quality assessment, analysis or review will be deemed conclusive. County shall address the recommendations of the FSD, if any, to the extent they involve Facility mechanical failures or County program operations. All other liability and responsibility for response or remediation of indoor air quality shall be the sole and exclusive responsibility of Tenant. This includes, but is not limited to, air quality complaints or issues arising from Tenant's Head Start program operations, air quality issues arising from inspections,

employee complaints regarding odors or perfumes and all other causes or complaints regarding indoor air quality.

**8.01.06** Network communication services and telephone communication services shall be provided by ISS, at Tenant's cost, pursuant to the terms and conditions of the Technology Service Agreement.

**8.01.07** Tenant's name shall not be added to the building directory and shall not be listed on the property's marquis or monument sign(s).

**8.01.08** Tenant shall request Maintenance and/or Repairs through submittal of a Request for Service Form, attached hereto as Exhibit "D".

**8.01.09** County shall provide Tenant with copies of building plans and specifications ("Building Plans") as required for the Tenant to fulfill its licensing obligations pursuant to this Lease within thirty (30) days of the Tenant's occupancy of the Premises. Tenant acknowledges and agrees that the Building Plans are confidential and exempt from public disclosure pursuant to Florida Statutes §119.071(3)(a)1 and 2 and §119.071(3)(b), that the Building Plans are being provided to Tenant subject to Tenant's agreement to protect the confidential status of same and that Tenant shall use the same degree of care that Tenant would utilize for its own confidential information, but in no event less than a reasonable degree of care, to safeguard and protect the confidentiality of the Building Plans at all times. Tenant shall not duplicate, disclose or use the Building Plans for any purpose other than as set forth in this Section. At the termination of this Lease, all Building Plans shall be returned to County.

## **Section 8.02 Tenant Obligations.**

**8.02.01** Tenant shall pay for all the Tenant's Monthly Rent and/or Additional Rent and other charges herein reserved and imposed shall not be abated while said Repairs or Maintenance are being made.

**8.02.02** Tenant will be solely responsible for all costs of Maintenance or Repair to the Premises or Common Areas: (1) specifically identified in this Article VIII as a Tenant responsibility or cost; (2) caused by the Tenant, or its agents, contractors, employees or invitees; (3) resulting from Tenant's failure to secure the Premises, including but not limited to, vandalism damage resulting from failure to secure the Premises; (4) resulting from acts of vandalism to the Premises if such was caused or created by the Tenant, its agents, invitees, employees or guests; (5) that is not addressed in this Lease but that is customarily charged to occupants of County facilities; or (6) caused by failure to comply with the terms and conditions of this Lease.



**8.02.03** Tenant shall be solely responsible for performing and funding all Head Start program related service, Maintenance, or Repair requirements including Head Start program related requirements that may be identified in an inspection for licensure or certification.

**8.02.04** Tenant shall be solely responsible for all costs or expenses resulting from false alarms caused by Tenant, its employees, agents, invitees or guests.

**8.02.05** Tenant shall be solely responsible for all costs of specialized services; e.g., audio/video Repairs or services.

**8.02.06** Tenant's use of the Premises and the Facility will be subject to the terms and conditions of the Building User Guide attached hereto as Exhibit "E".

**8.02.07** Only products approved by FMD can be utilized at the Premises. There shall be no aerosols, deodorizers or other products used at the Premises by Tenant, its invitees, employees, or contractors, without advance approval of FMD.

**8.02.08** Tenant shall notify County within two (2) hours of Tenant's becoming aware of any of the following: 1) the presence of any individual on the Premises within the previous seven (7) days who has an airborne communicable disease that constitutes a public health threat, 2) any other public health threat involving the Premises, 3) bomb threat at the Premises, 4) biological threat involving the Premises, or 5) other security threat at the Premises. For each of these, Tenant shall utilize and follow County Security Processes and Procedures to ensure proper reporting and response. Tenant shall timely inform County of other security incidents or non-airborne communicable diseases that constitute a public health threat or other material public health issues relating to a program participant or employee.

**8.02.09** Tenant shall complete a Palm Beach County Supervisor Incident Report Form ("Incident Form"), attached hereto as Exhibit "F" each time: 1) There is an accident, fall or injury at the Premises, there is an incident requiring a police response at the Premises, or medical attention is sought at the Premises as a result of an accident, fall, injury or incident at the Premises (collectively a "Premises Accident"); or 2) Tenant has actual knowledge that, an accident, fall or injury occurred at the Property, there was an incident requiring a police response at the Property, or medical attention was sought at the Property as a result of an accident, fall, injury or incident at the Property (collectively "Property Accidents"). In addition, Tenant shall complete the Incident Form each time Tenant has actual knowledge that medical attention was sought at a later time as a result of a Premises Accident or a Property Accident (collectively a "Medical Incident").

Tenant shall provide County with a copy of the completed Incident Form promptly, or as soon thereafter as practicable, but in no event later than twenty-four (24) hours following a Premises Accident and Tenant shall provide County with a complete Incident Form no later

than twenty-four (24) hours following Tenant's actual knowledge of a Property Accident or Medical Incident.

In lieu of preparation of the Incident Form, Tenant may provide County with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to the Accident area and take such other action as is required to protect the participants and invitees, preserve the Accident area in its "as-is" condition, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not make any changes to the condition of the Accident area or perform any Repairs or Maintenance to the Accident area prior to County approval of same. County will respond to Tenant within twenty-four (24) hours of receipt of an Incident Form or other Documentation of an Accident.

**8.02.10** Notwithstanding anything in this Lease to the contrary, Tenant is solely responsible for Head Start program related security, including all security requirements for the Premises, the program participants, or Tenant's agents, employees or invitees that arise from, out of, or that relate to, the Tenant's use of the Premises.

**Section 8.03 Capital Repairs.**

County shall be solely responsible for the planning, performance and execution of Capital Repairs and Emergency Capital Repairs at the Premises. The County shall coordinate with the Tenant, no less than 30 days in advance of the initiation of on-site Capital Repair work (unless an Emergency Capital Repair is required) in order to minimize the impact of the Capital Repair project on the Tenant's operation

**Section 8.04 Americans with Disabilities Act ("ADA").**

Tenant and County have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations, as of the Effective Date. County affirms that there are no pending ADA claims related to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the County from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, the Facility, the Common Areas, personal property, fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall advise the County of any claim which alleges that the Premises are not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the Tenant shall evaluate the conditions and present the County with a plan highlighting any modifications that the Tenant believes are the County's responsibility. Tenant shall have sole financial responsibility for the costs and expenses required to bring the Premises into compliance unless Tenant can demonstrate that such non-compliance existed and was the County's responsibility prior to the Occupancy Date. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant shall advise the County of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the County with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law or regulation. Tenant shall have sole financial responsibility for the costs and expenses associated with bringing the Premises into compliance with any enrolled law or approved regulation. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs to be funded as set forth in this Section 8.04 and performed by County pursuant to Section 8.03 of this Lease.

#### **Section 8.05 Rights of County.**

The County shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its obligations pursuant to this Lease, including without limitation, its Repair and Maintenance obligations and to review the condition of the Premises. In addition, County shall have the right to enter and inspect the Premises without notice, if the County has reason to believe that an emergency situation exists at the Premises. If, in the County's reasonable opinion, the Tenant has not performed obligations pursuant to the terms set forth in this Lease Agreement, the County shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice within which to correct or remedy the deficiencies.

If Tenant fails to commence a cure of within thirty (30) days of the notice, or fails to correct or remedy an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and County may proceed pursuant to Article XIV (Default) or County shall have the right, but not the obligation, to correct the deficiency on behalf of Tenant. However, County correction of an identified deficiency does

not imply County agreement to continue such Repair and/or Maintenance service on an on-going basis, or to waive any other remedies under this Agreement.

To compensate County for its time, effort and inconvenience associated with correcting an identified deficiency on behalf of Tenant, Tenant shall reimburse County for the costs of the corrective action at the rate of one and a half times the cost to County for contract services (including parts, labor and all contract costs), and at the rate of the actual cost to County for materials and parts, and time and a half for staff labor. Tenant will be invoiced by County and Tenant shall pay said invoice within thirty (30) days after date of invoice or be in default of this Lease Agreement.

## **ARTICLE IX UTILITIES**

County shall be solely responsible for all costs and expenses relating to providing utility services to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises. Utilities shall not include telephone service or network communication services.

## **ARTICLE X INSURANCE**

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, beginning on or before the Occupancy Date, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

### **Section 10.01 Commercial General Liability**

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

**Section 10.02 Business Auto Liability.**

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

**Section 10.03 Workers' Compensation & Employers Liability.**

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

**Section 10.04 Premises Insurance.**

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any alterations, betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

**Section 10.05 Additional Insured Endorsement.**

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

**Section 10.06 Certificate of Insurance.**

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to

purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

**Section 10.07 Waiver of Subrogation.**

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

**Section 10.08 Premiums and Proceeds.**

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

**Section 10.09 Deductibles, Coinsurance, & Self-Insured Retention.**

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

**Section 10.10 Right to Review, Reject or Adjust Insurance.**

The County's Risk Management Department shall have the right, but not the obligation, to review, reasonably adjust, reasonably reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. Acceptance of insurance policies or coverage shall not be unreasonably withheld. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

**Section 10.11 No Representation of Coverage Adequacy.**

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

**Section 10.12 Insurance for Special Events and Outside Persons/Groups.**

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 10.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 10.05. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE XI  
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the Premises, Facility or Property by reason, during, or as a result of the use and occupancy of the Premises, Facility or Property by the Tenant, its agents, employees, licensees, invitees, and any subtenant and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

**ARTICLE XII  
DESTRUCTION OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the County, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event that County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising

after the date of such termination. The termination herein mentioned shall be evidenced in writing.

### **ARTICLE XIII ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

### **ARTICLE XIV DEFAULT**

#### **Section 14.01 Default by Tenant.**

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to commence Head Start program administrative operations at the Premises on or before July 1, 2014; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from County; (iv) Tenant's vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee; or (viii) Failure of Tenant to have a minimum of ten (10) full-time employees assigned to the Premises.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.



If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency grantee, then County intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter County shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to County if an Event of Default occurs.

**Section 14.02 Default by County.**

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XV  
EARLY TERMINATION/ANNUAL APPROPRIATIONS**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

**ARTICLE XVI  
EARLY TERMINATION**

County shall have the right to terminate this Agreement, immediately by written notice to Tenant if; (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before July 1, 2014; or (2) upon notice to Tenant from the Office of Head Start that the Grant Application project budget will not be funded on or before July 1, 2014; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year. Tenant shall have the right to terminate this Agreement for any reason by providing written notice to County at least thirty (30) days in advance of the effective date of termination. Tenant shall have the right to terminate this Agreement for any reason by providing written notice to County at least thirty (30) days in advance of the effective date of termination.

## **ARTICLE XVII QUIET ENJOYMENT**

Upon payment by the Tenant of the Annual Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

## **ARTICLE XVIII MISCELLANEOUS**

### **Section 18.01 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by County and Tenant.

### **Section 18.02 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

With a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

(b) If to the Tenant at:

Lutheran Services Florida, Inc.  
3627A West Waters Avenue  
Tampa, Florida 33614

With a copy to:

Lynn W. Stone, MBA  
QA Compliance and Contracts Manager  
Lutheran Services Florida-Head Start Program  
2210 Tall Pines Dr., Suite 210  
Largo, FL 33771

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 18.03 Disclosure of Beneficial Interests.**

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "G", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 18.02 of this Lease.

**Section 18.04 Severability.**

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 18.05 Broker's Commission.**

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

**Section 18.06 Recording.**

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

**Section 18.07 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

**Section 18.08 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

**Section 18.09 Radon.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

**Section 18.10 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 18.11 Waiver, Accord and Satisfaction.**

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall

not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

**Section 18.12 Non-exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 18.13 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 18.14 Incorporation by Reference.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

**Section 18.15 Survival.**

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

**Section 18.16 No Third Party Beneficiary.**

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant.

**Section 18.17 Office of the Inspector General.**

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**Section 18.18 Effective Date of Lease.**

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the Board ("Effective Date").

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

**WITNESSES:**

*Aidei Greenlade*  
Witness Signature

Aidei Greenlade  
Witness Name Printed

*Gary W. Johnson*  
Witness Signature

Gary W. Johnson  
Witness Name Printed

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Assistant County Attorney

**LUTHERAN SERVICES OF  
FLORIDA, Inc.**, a Florida not for profit  
corporation

By: *[Signature]*  
Louis Finney, Jr., Vice President

(SEAL)  
Not For Profit Corporation  
Seal

**PALM BEACH COUNTY, a  
political subdivision of the State  
of Florida**

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Director, Facilities Development  
& Operations

## **SCHEDULE OF EXHIBITS**

EXHIBIT	"A"	PROPERTY DEPICTION
EXHIBIT	"B"	THE PREMISES
EXHIBIT	"C"	COUNTY PROPERTY
EXHIBIT	"D"	REQUEST FOR SERVICE FORM
EXHIBIT	"E"	BUILDING USER GUIDE
EXHIBIT	"F"	SUPERVISOR INCIDENT FORM
EXHIBIT	"G"	TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS



EXHIBIT "A"

Consisting of

LEGAL DESCRIPTION

And

PROPERTY DEPICTION

Four Points Center  
50 South Military Trail, West Palm Beach

EXHIBIT "A"  
Legal Description of Property

Four Points Center  
50 South Military Trail  
West Palm Beach, FL

Parcel A

A parcel of land in the Northeast one-quarter (NE ¼) of Section 1, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Gun Club Estates, recorded in Plat Book 24, Page 189, Public Records of Palm Beach County, Florida; (For the purposes of this description, the Westerly line of said Gun Club Estates is assumed to bear South 00 degrees 01' 30" West and all other bearings herein are relative thereto); Thence South 89 degrees 45' 00" West along the Westerly prolongation of the Northerly Right-of-Way line of Gun Club Road as shown on said Plat, a distance of 342.17 feet; thence North 00 degrees 00' 00" East a distance of 327.20 feet to the Point of Beginning;

Thence South 89 degrees 45' 00" West a distance of 274.24 feet; thence North 00 degrees 00' 00" East along the Easterly Right-of-Way line of Military Trail, said line being parallel with and 53.0 feet Easterly of, as measured at right angles to the centerline of Military Trail, a distance of 462.27 feet; thence South 89 degrees 08' 30" East a distance of 616.82 feet to a point in the Westerly line of the aforementioned Gun Club Estates; thence South 00 degrees 01' 30" West along the Westerly line of Gun Club Estates, a distance of 450.34 feet; thence South 89 degrees 45' 00" West a distance of 342.32 to the Point of Beginning.

PCN: 00-42-44-01-00-000-1270

EXHIBIT "A"  
Property Depiction

Four Points Center  
50 South Military Trail  
West Palm Beach, FL

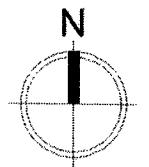
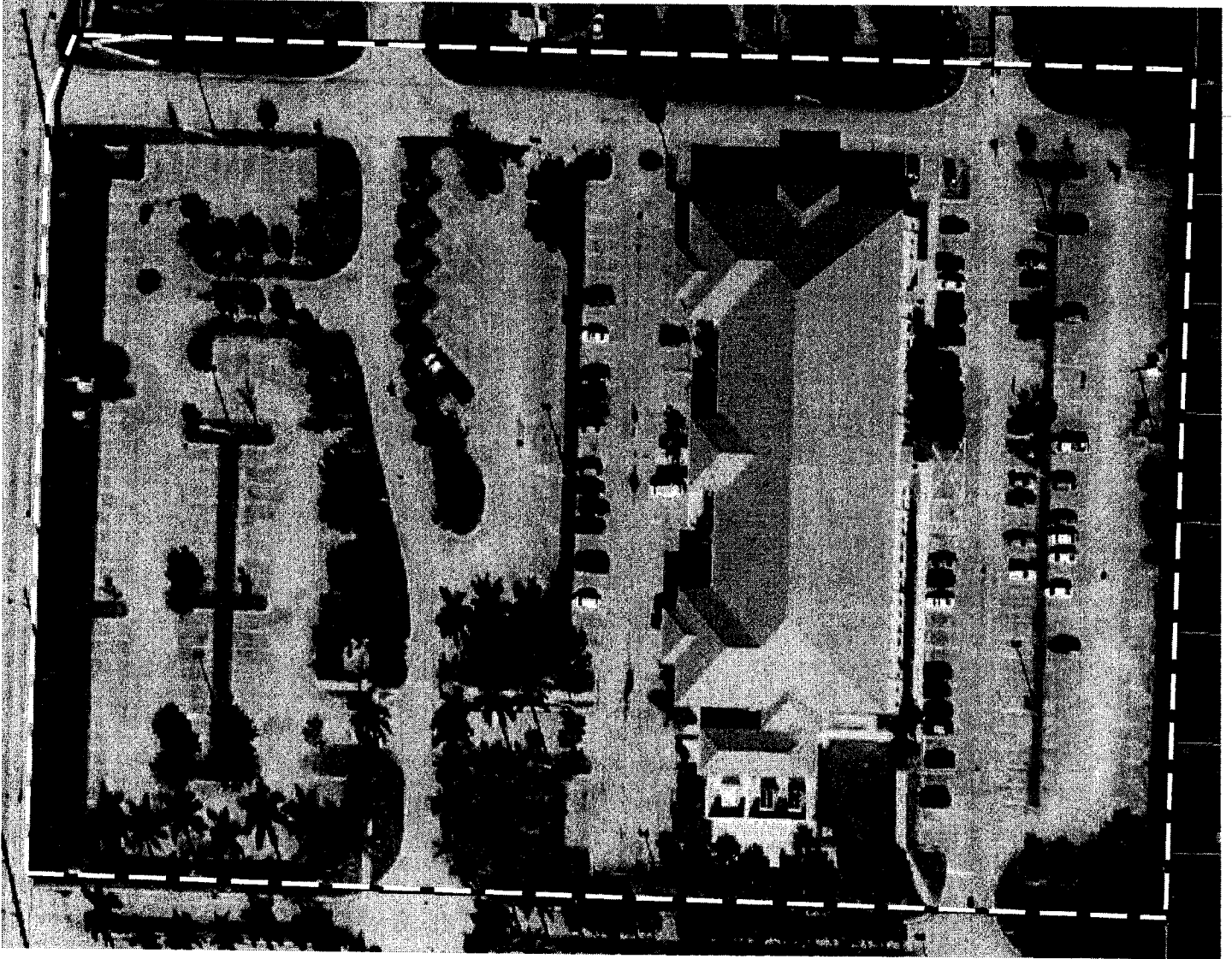
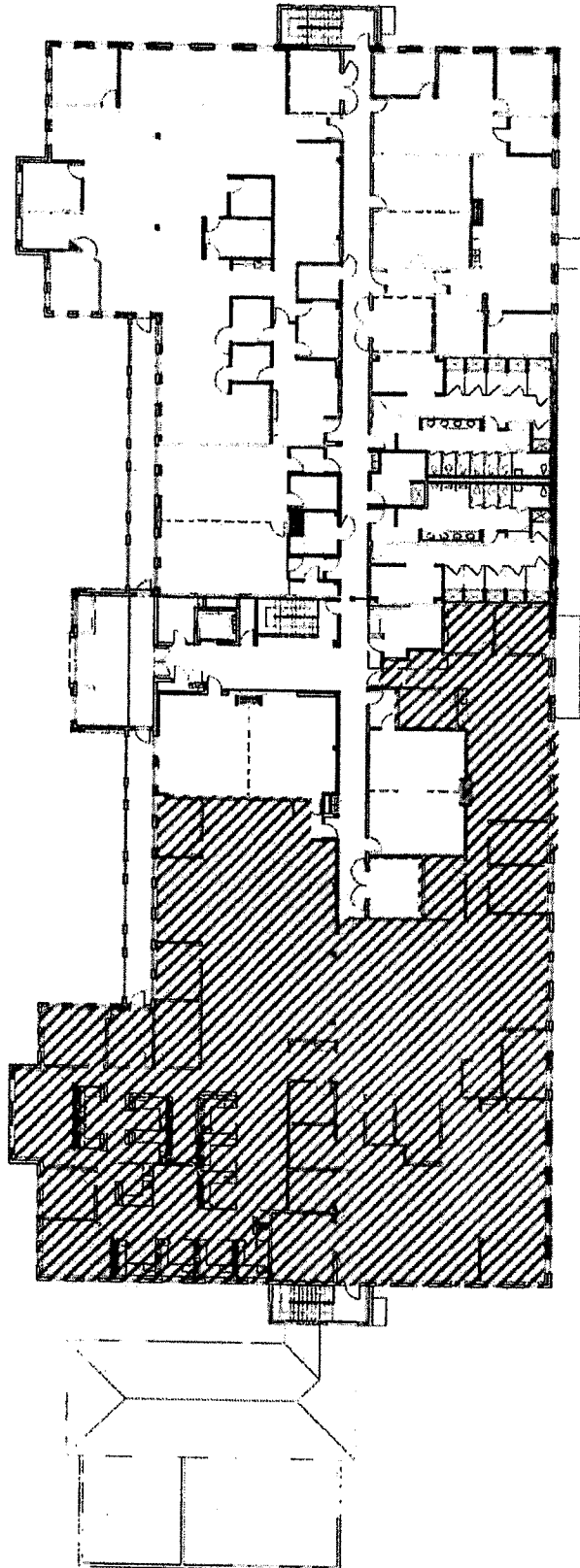



EXHIBIT "B"  
Premises Depiction

Four Points Center  
50 South Military Trail  
West Palm Beach, FL



The Premises is located at 50 South Military Trail, West Palm Beach, Florida and consists of approximately 11,083 square feet on the 2<sup>nd</sup> floor of the Building.

 = PREMISES

N

EXHIBIT "C"  
COUNTY PROPERTY

Four Points  
50 South Military Trail

---

County Maintained at Tenant's Cost

- 1) All fixtures and all fixed personal property or equipment that is affixed, bolted, installed or otherwise attached to the Premises including all personal property generally considered to be furniture such as, but not limited to, modular furniture and components, case goods, and file cabinets, but not including furniture or personal property donated to Tenant. (Maintained by Facilities Management Division)
- 2) Telephone systems and equipment (Maintained by ISS pursuant to a Technology Service Agreement).



# REQUEST FOR SERVICE

Request # \_\_\_\_\_

## PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS FACILITIES MANAGEMENT DIVISION

\_\_\_\_\_  
Requesting Dept./Division/Office\_\_\_\_\_  
Advantage Account\_\_\_\_\_  
Authorized Signature (Division Director or above)\_\_\_\_\_  
Date

### SERVICE REQUESTED:

Building: \_\_\_\_\_ Room# \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Name of Contact Person\_\_\_\_\_  
Telephone (required)\_\_\_\_\_  
Date Service is Required

NOTE: Check ☐ If Request for ESTIMATE of cost ONLY (Attach sketches, specs, etc.)

### FOR FACILITIES MANAGEMENT USE ONLY

Type \_\_\_\_\_  
 Bldg \_\_\_\_\_  
 Zone \_\_\_\_\_  
 Craft \_\_\_\_\_  
 Labor \_\_\_\_\_  
 Mat'l \_\_\_\_\_  
 Priority \_\_\_\_\_  
 Acct Code \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Manager Approval \_\_\_\_\_

Date \_\_\_\_\_

Work Order # \_\_\_\_\_

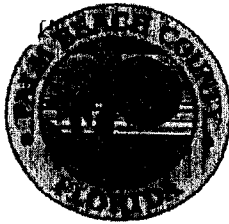
Input Personnel \_\_\_\_\_

Date \_\_\_\_\_

White &amp; Yellow Copies: Facilities Management

Pink Copy: Requesting Dept.

COUNTY FORM 023



**Facilities Development & Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
Telephone: (561) 233-0200  
Fax: (561) 233-0206

[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)

**Palm Beach County  
Board of County  
Commissioners**

Priscilla A. Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

**County Administrator**

Robert Weisman, P.E.

*"An Equal Opportunity  
Affirmative Action Employer"*

**EMPLOYEE  
USER  
GUIDE  
for the  
  
4 Points  
Office Building**

50 Military Trail  
West Palm Beach, FL

Issued February 1, 2014

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## *The Facilities and Its Features*

The 4 Points Office Building (a.k.a. 4 Pts) located at 50 S. Military Trail is a 2 story 55,630 square foot, multi-governmental agency building. The agencies currently with offices located within the building include Consumer Affairs, Headstart, Palm Tran, Purchasing and the Office of Small Business Assistance.

The regular business hours of the 4 Pts Office Building are 8:00 am to 5:00 pm Monday through Friday; although some departments may have hours which differ. These are the public access hours, during which the card access to the main entry perimeter doors will be unlocked. It is up to each Department Director to determine what staff access hours are for their Departments.

Anyone working later than 10:30 pm is required to contact the Government Center front desk at 355-3623 prior to 10:30 pm when the building is locked down and the burglar alarm is set.

Any entry outside of the regular business and weekend hours as set forth above for the purpose of this policy will not be permitted without Department Director approval.

The common area is armed with a burglar alarm which will be activated from 10:30 pm to 4:30 am daily. In the event PBSO or Local Law Enforcement responds to a burglar alarm false alarm and it is the result of your Department failing to turn off the alarm correctly, all costs will be the responsibility of that Department.

For after hour, weekend or Holiday access, call the Government Center Security Desk at 355-3623 and a Security Officer will meet you at the building and disarm the burglar alarm and give you access into the building. Proper County photo ID will be required for access into the building. All staff members are responsible to call the same Government Center Security Desk number and advise same when ready to leave, in addition, all staff is required to stay in the building until the Security Officer returns to the building.

These facilities are fully compliant with the requirements of the Americans with Disabilities Act (ADA) and is signed accordingly. Any questions regarding facility accessibility should be directed to the Facilities Compliance Section, they can be reached at 233-2060. Any questions regarding the accessibility of programs and services should be referred to your Department/Division Coordinator.

There are card access readers located throughout the building and all employees shall wear ID/access badges at all time for identification and to gain entrance to and throughout the building.

If there is any issue or need to contact Security at the Government Center Security Desk they can be reached at 355-3623.

The key shared features of the 4 Pts Office Building are the support spaces designed and built to be an extension to the Emergency Operations Center in the event of an activation. This building will be utilized pre-event, during the event and for the recovery period. The building has been renovated and reinforced to meet or exceed the same levels and wind loads as the EOC building, and may be occupied during a hurricane or activation event. The support spaces include male and female locker rooms with showers, 4 large volume multi-purpose rooms that will convert to sleeping rooms, a large volume multi-purpose room that will convert to the call center when needed and a Break-out room that is outfitted with a kitchenette, refrigerators, microwaves and has multiple communication jacks for network access.

## Multi-Purpose Rooms

All multi-purpose rooms and the break-out room are equipped with A/V equipment including a LCD monitor. Each agency assigned these rooms for day to day operations are responsible for all A/V components and furniture in the room and ensuring the room is kept in an orderly fashion and nothing is removed from these areas.

The agency assigned these rooms must keep them locked at all times and assign a staff person as a contact to schedule these rooms and check out a key for access. A floor plan of each room depicting the furniture layout will be installed by the light switches noting the room must be returned to that layout after each use.

Your **Purchasing Department** Assignment scheduling contact person is:  
Brenda D'Agostino

1N-142 North / South – Seating for 30 with tables  
1S-102 East / West / South – Seating for 52 with tables  
2S-103 East / West – Seating for 42 with tables

~~~~~  
Your **Consumer Affairs Division** Assignment scheduling contact person is:  
Eugene Reavis

2N-123 North / South – Seating for 40 with tables

~~~~~  
Your **Headstart Division** Assignment scheduling contact person is:  
Michelle Jones

2S-123 North / South – Seating for 24 with tables

~~~~~  
Your **Office of Small Business Assistance Division** Assignment scheduling contact person is:  
Tyshon Grimsley

2N-144 North / South – Seating for 18 with tables

## Parking

At the 4 Pts Office Building, all staff is expected to park at the back and side of the building. It is imperative that the front parking lot be made available for use by visitors and guests. Staff should not park in the loading areas nor should staff park County vehicles in the loading areas for extended lengths of time. Handicapped parking spots are located at the front of the building for staff and public use. Use sidewalks to enter the building and avoid walking across the grass and landscaping.

Bicycle racks are located at the back side of the building.

## Outside Courtyards / Exterior of Building

There will be no adding or removal of furniture anywhere along the exterior of the buildings. Facilities Management is instructed to remove any furniture placed in these areas.

Facilities Management is responsible for scheduling the use of public areas in and adjacent to all county buildings.

Please dispose of trash properly and observe the location of ash containers in designated smoking areas.

## Security

Security to most County Facilities is via two systems; card access and keys. Both systems are the responsibility of Facilities Development & Operations' Electronic Systems & Security Division (FDO/ESS) with regard to hardware maintenance, modification and overall operation. FDO/ESS administers key control. The card access system is designed to not only electronically open and secure doors and gates, but also to create a record of ingress to the facility. The following rules are to be observed at all times.

- Interior and exterior doors shall not be propped open for any reason.
- All card readers shall be programmed as secured at all times after public hours.
- Under no circumstance shall electronic access be granted to non-County employees.

The key system is designed to be the secondary system for securing the facility. The keys are controlled via the County's proprietary key structure and cannot be duplicated without permission of authorized County personnel. If a key is lost, please report immediately to FDO/ESS for a determination as to procedures for re-securing the facility. Under no circumstances are keys to be distributed, even on temporary basis, to anyone other than the assigned key holder.

## 911 Emergencies

9-911 can be dialed from any phone for emergencies. In order to minimize response time to the actual scene of the incident, it is critical that the person calling 9-911 gives the location of the incident being specific to floor, department/division/section and name of person with closest workstation or office.

## Evacuation Procedures

PPM CW-O-022 sets forth the means by which every county employee will be well prepared to safely evacuate county owned buildings. Upon being notified to evacuate via the fire alarm or public address system, employees will immediately exit the building by way of the closest exit or stairwell and report to their assigned staging area in the East employee parking lot. Elevators will be automatically or manually recalled and must not be used during emergency evacuations. A role call of employees will be taken by coordinators in the staging areas and any person not accounted for will be reported as missing to the emergency responders. Employees are to remain in their assigned staging areas until an "all clear" order is issued by emergency responders. NOTE: The use of cell phones, two way radios, Blackberry or any similar electronic device is prohibited during any evacuation. Security personnel and Building Coordinators will restrict entry to the building to ONLY emergency responders during any fire or explosive related emergency.

It will be the responsibility of each Department/Division to determine who and how many persons will be assigned as emergency coordinator(s).

## Mass Transit

### **Palm Tran**

Fare is \$2.00 for a single trip, \$3.50 for an unlimited 1-day pass, or \$55 for an unlimited 31-day pass. Reduced fare discounts are available for qualifying riders. **Free** fare rides are available for valid Tri-Rail Pass and ticket holders. Call Palm Tran at 841-4287 for details. Information is also available through [www.palmtran.org](http://www.palmtran.org) for detailed schedule and fare information including which other routes may be available to meet your needs. All Palm Tran buses accept bicycles.

### **Tri-Rail**

Tri-Rail is the convenient, comfortable and affordable way to travel throughout the South Florida region. All cars are air-conditioned and run seven days a week. There are 18 stations located throughout Broward, Dade and Palm Beach County. Trains are scheduled to arrive throughout the day at various times. For more information call 874-7245 or 1-800-874-7245 or visit their web site at [www.tri-rail.com](http://www.tri-rail.com). All Tri-Rail cars accept bicycles.

### **South Florida Vanpool Program**

What is a Vanpool? A Vanpool is a group of 4-15 people who have a similar commute pattern and agree to commute together in a van and share the costs of the commute. Vanpools are a flexible form of transit, allowing the occupants to determine whether to pick up participants from a park-and-ride lot, from residences, a common meeting point or a combination of locations. Vanpools are typically organized with a volunteer driver operating the Vanpool. The fares paid by the riders normally cover depreciation of the van, vehicle maintenance and insurance. Generally, a driver/rider makes a month-to-month commitment to participate in the Vanpool. For more information on starting or joining a Vanpool contact: Patricia Cox at 561-478-5743 or 1-800-VAN-RIDE

## **Requesting Building and Building Related Services**

|                                   |
|-----------------------------------|
| Department / Division Coordinator |
|-----------------------------------|

**Each Department/Division** will have a designated *Coordinator*.

Breakdown of Department/Division Coordinators is as follows:

Consumer Affairs – Eugene Reavis  
Headstart – Michelle Jones  
Palm Tran Department Coordinators – Evette Ricketts and Louis Ferri  
Palm Tran Safety Coordinator - Gloria Galloway  
Purchasing – Lidia Sotillo  
Office of Small Business Assistance – Allen Grey

It is the **Department Coordinator's responsibility** to:

- enforce all aspects of the User Guide at all times;
- evaluate and process any requests for repairs and maintenance services (i.e. like for like services with no modifications) through Facilities Management, Electronic Services and Security Divisions, or ISS/Technical Infrastructure. Request for Services and ESS Work Order Requests can be found online for download at <http://pbc/fdo/forms.htm>;
- process any space modifications or changes to usage or function to the facility through the Facilities Management Region for your facility via a Request for Project Assignment available for download at <http://pbc/fdo/forms.htm>;
- ensure that there are no obstructions in the passageways and common areas throughout the building (there is ample room inside the workstations to accommodate all file cabinets and storage of items);
- answer questions from employees and the public with regard to ADA on programs and services provided by the Department;
- notify ESS/Access Section of space assignments and changes to same so the master assignment plans are up to date. This will assist public safety personnel responding to 911 emergency calls within the building;
- ensure the evacuation plans are posted and that the building coordinator, floor coordinator and office Department/Division coordinators are identified and trained in their responsibilities; pursuant to PPM CW-O-022;
- ensure that staff is trained on the use of building AED units;
- process any requests for ergonomic evaluations through Risk Management; and
- ensure staff is properly trained on using intrusion alarm system. In the event PBSO responds to an intrusion false alarm and it is the result of your Department failing to turn off the alarm correctly, all costs will be the responsibility of that Department.

It is recommended that a Coordination Committee for the facility, consisting of each Facility Coordinator be created and hold regular meetings to review joint issues and work together to bring any issues or concerns forward for resolution.

## Facilities Development & Operations - Administration

FDO Administration Division is responsible for acting as a resource to the users and/or providing various services with regard to the following program areas; project intake process, facilities compliance, public art, and use of the County Facilities for County and Non-County and employee sponsored events.

**Facilities Services' Compliance Section** is responsible for the programs listed below. Services should be requested via a Request for Services Form or a Request for Project Assignment as indicated below. The forms can be downloaded at <http://pbc/fdo/forms.htm>. Facilities Services Compliance staff can be reached at 233-2060.

Use a Request for Services Form for the following:

- |                                  |                           |
|----------------------------------|---------------------------|
| 1. Americans with Disability Act | 5. Indoor Air Quality     |
| 2. Asbestos Surveys              | 6. Playground Inspections |
| 3. Energy Audits/Questions       | 7. Storage Tanks          |
| 4. Gas and Chemical Spills       |                           |

Use a Request for Project Assignment Form for all demolition estimate requests.

**The Public Art Program Administrator** is responsible for the County's Public Art Program and acts as the Staff liaison with the Public Art Committee which was formed by resolution of the Board of County Commissioners. The Public Art Program Administrator can be reached at 233-0235.

**The Business and Community Agreement Manager** is responsible for implementation and questions regarding the countywide policy PPM CW-O-024 on the use of County facilities for non-County and employee sponsored activities. The Business and Community Agreement Manager can be reached at 233-0220.

## Facilities Management Division (FMD)

FMD within FD&O is responsible for the repair and maintenance of County facilities which includes custodial, pest control and grounds services. For the purposes of this user guide, repair and maintenance are defined as like for like services with no modifications. These are items which currently exist and are broken or working improperly and require repair. This includes the building structure, building systems, equipment, keys (excluding modular furniture), site amenities and landscaping.

FMD is divided into six operational zones. The 4 Pts Office Building is located in the Central Region and the phone number during regular business hours (7:00am to 5:00pm) is 233-4450. After hour trouble calls can be made to 712-6428.

Any compliments or complaints about maintenance, custodial or grounds services should be directed to the Manager of the Facilities Region your building is located within or can be sent directly to the Facilities Management Division Director.

## Facilities Management Division (FMD) continued

Request for Services forms should be used for general repair and maintenance services described above and improvements and/or modifications should be requested via a Request for Project Assignment form. Either type of requests should be completed by your Facility Coordinator and forwarded to FMD via inter-office mail to the region your building is located within for processing.

Both forms are available for download at <http://pbc/fdo/forms.htm>.

See Attachment A – Request for Services and Attachment B – Request for Project Assignment examples at the end of this document for reference.

FMD in conjunction with the FD&O Facilities Services' Compliance Section and Risk Management staff each share responsibilities for implementation of the County's Indoor Air Quality Program (PPM #CW-L-037). Any concerns regarding indoor air quality can be initiated through your FMD Region or through Risk Management.

## Electronic Services and Security (ESS)

ESS within FD&O is organized into several sections, including: Project Management and Planning, Security and Card Access, Radio (Public Safety Radio Systems), Audio-Visual and Access Control Systems, Fire and Intrusion Alarm Systems, Criminal Justice Support and Palm Tran Electronics.

The ESS Division is responsible for electronic systems design, installation, maintenance and user training for systems such as:

- Aiphones
- Cable television
- Duress buttons
- Key control
- Integrated building and jail systems
- Security systems, including CCTV
- Audio visual equipment
- Card access
- Fire alarm
- Intrusion alarm
- Security staffing
- Programmable Logic Controllers

The ESS Division is also responsible for project management and planning associated with all space & interior planning such as:

- Evacuation plan files
- Furniture standards
- Occupancy coordination
- Finishes & FFE
- Interior modifications
- Space planning & change in use of space

Any questions about the operation of equipment or any requests for repair or assistance should be directed to the ESS Help Desk at 233-0803 (8:00 am to 5:00 pm) or via email [FDO-ESS-Support@pbcgov.org](mailto:FDO-ESS-Support@pbcgov.org). Afterhour emergency trouble calls can be made to 712-6428.

Any questions about the Criminal History Records Check or access via the card access system should be directed to the Access Section at 233-0750 (8:00 am to 5:00 pm) or via email [FDO-ACCESS-Support@pbcgov.org](mailto:FDO-ACCESS-Support@pbcgov.org). Afterhour emergency trouble calls can be made to 712-6428.

All new work requests should be submitted via the Project Intake Process. Those forms can be downloaded at <http://pbc/fdo/forms.htm>.



## ISS Infrastructure Technology

ISS Network Services is responsible for providing wired and wireless network access within the Operations and Support Center Facilities and its immediate environs. Network Services is also responsible for provisioning, coordinating, and scheduling all video streaming and conferencing services within the facilities. For all new service requests please contact your ISS Agency Consultant. For all problems or trouble conditions please contact the ISS Network Operations Center at 355-HELP or via email at [NetworkOperationsCenter@co.palm-beach.fl.us](mailto:NetworkOperationsCenter@co.palm-beach.fl.us)

ISS Voice Services is responsible for providing and supporting voice communication requirements at the desktop, as well as any cellular and PDA needs in the field. The Operations and Support Center Facilities are supported by an Avaya VOIP (Voice Over IP) enabled PBX and an Intuity Modular Messaging (Voice Mail/Automated Attendant) System. User Guides for these systems can be found on line at <http://www.pbcgov.com/iss/Techcommguide.htm>.

For all new service requests, please contact your Department/Division Coordinator who in turn will submit a Communications Work Order to Voice Services. For all problems or trouble conditions, contact your Department Coordinator who may be able to assist you in rectifying the problem. If the Department Coordinator cannot assist with your problem, he/she will contact either the Telephone Analyst Team at Voice Services assigned to your work center, or the ISS Network Operations Center at 355-HELP or via email at [NetworkOperationsCenter@co.palm-beach.fl.us](mailto:NetworkOperationsCenter@co.palm-beach.fl.us)

## Risk Management

Ergonomic consideration should be given for office layout, equipment and tasks to minimize employee musculoskeletal issues. Computer workstations should be provided which allow the employee to work in a "neutral posture" with minimal forces. Other office considerations including placement of heavy objects and equipment at waist height and use of carts and other devices to assist in lifting and carrying objects should also be provided. More information on proper workstation design and use can be provided by contacting your Risk Management, Employee Safety/Loss Control Department. For Board of County Commissioner Departments, Risk Management can be contacted at 233-5400. For all other Departments call your own internal Risk Management Division or Employee Safety/Loss Control Department.

## **Requesting Modifications or Alterations to the Building, Furniture or Workstations**

### **Request for Changes**

A request for modification or alteration is any request that adds, deletes, requires a permit or modifies any part of the building, fixed equipment, furniture, and workstation or space assignments.

Requests for modifications or alterations to the building, furniture or workstations and requests for changes in space assignments which is defined as the change in use of a space as designed and assigned at move-in (not moving personnel from one location to another) should be forwarded to your FMD Regional Manager who is your point of contact for any facilities issues. These requests should be done via a Request for Project Assignment available for download at <http://pbc/fdo/forms.htm>.

### **Interior Finishes**

Interior finishes should not be altered in any way. Finishes include, but are not limited to painted surfaces, window treatments and floor coverings.

No employee is allowed to personally provide any interior finishes for any area of the building. This includes but is not limited to, window blinds, window treatments, area rugs, paint, art work and furniture.

Any "side-light" window(s) on interior office spaces are to remain open and are not to be covered in any way.

Do not drag furniture across the floors. This action may damage the floor covering and create a trip and fall hazard.

Nothing is to be suspended from the ceiling or appear above the partition height of the panels.

Pictures or plaques that need to be hung may only be hung by Facilities Management via a Request for Services (RFS). Customer installs are not allowed due to electrical, data, plumbing and other utilities running inside the walls which can be damaged or become a hazard by improper installation.

## *Use of Facility*

### Smoking Policy

Pursuant to **PPM CW-P-036**, smoking is prohibited in County owned or leased facilities, in order to provide a healthy work environment for all employees and the visiting public. Entryways to facilities **may not** be designated as smoking areas. The parking garage bridges are not designated or to be used as smoking areas.

Please observe designated smoking areas around the facility and use provided ash urns to extinguish your smoking materials properly.

All designated smoking areas will be determined by FDO for each facility.

### Use of Building for Non-County Sponsored Events

The use of the 4 Pts Office Building is restricted to County uses or Non-County use pursuant to CW-0-024. Any questions about whether a specific activity is a non-County activity or meeting should be directed to the Business and Community Agreements Manager at 233-0220.

### Use of Building for Employee / Department Sponsored Activities

The use of the 4 Pts Office Building is restricted to County uses. Expressive activities and or Non-County uses are prohibited, pursuant to CW-0-024.

### Mail Procedures

All mail will be delivered to the building mail box unit in the front lobby of the building. Each agency is responsible to make the necessary arrangements with the post office to receive a key to the mail box unit and assign internal procedures for accountability of each key.

Each agency is assigned a suite number as follows:

Consumer Affairs – Suite 201  
Headstart – Suite 203  
Palm Tran – Suite 103

Purchasing – Suite 110  
Office of Small Business – Suite 202

## Posting of Notices

Nothing shall be attached to walls, windows, doors, elevators or the exterior of workstations by any means. The use of any tape which includes masking, scotch, duct, painters and/or any other adhesive materials is strictly prohibited on any surface (i.e. doors, elevators, floors, walls, etc.).

Notices shall only be posted on fixtures provided by FMD for that purpose.

Private unattended displays or postings are not permitted.

There shall be no altering of any existing signage either inside or outside of the building.

All signage requires prior written approval of FMD.

## Artwork

The acquisition, donation and loan of artwork are defined in detail in CW-F-072 and require the approval of the Public Art Committee through the Public Art Program Administrator prior to placement.

Artwork is defined as: 1) any original production in any medium by an artist, 2) sculpture of any material or combination of materials, free standing, wall-supported, suspended, kinetic, electronic or mechanical, 3) murals or paintings or any materials or variety of materials, with or without collage, made with traditional or non-traditional materials or means, or 4) earthworks, neon, glass, organic, textile or fabric, mosaics, photographs, prints, literary arts, calligraphy, any combination of media, including art audio, art film, CD-ROM, DVD, holographic or computer generated technologies.

Photography of completed and in progress County projects photographed by County employees in the course of their work or by County vendors may be placed within Departmental spaces such as private offices, conference rooms and open work areas. Photography meeting this definition and placed in non-Departmental spaces such as corridors, conference rooms and lobby/reception areas require the approval of the Public Art Committee.

## Speakerphone and Use of Hands Free Devices

Do not use the speakerphone feature of telephones in workstations. Instead schedule speakerphone use for a conference room or hard-walled office. Persons requiring or needing hands free use of the phone should contact their Departmental/Division Coordinator to place a request through ISS/Voice Services.

The use of headsets and or earphones in order to listen to radios, stereos and CDs within the workstations is subject to approval of the Department/Division Director.

At the discretion of your Department/Division Director you may be permitted to use headsets and earphones to listen to radios, stereos and CDs within the workstations.

## Holiday Decorations

Holiday decorations are permitted in departmental spaces only and not in corridors, restrooms, common areas and/or public areas. Holiday decorations shall not include religious displays or symbols. Any questions about the appropriateness of a particular holiday display should be directed to the Business and Community Agreements Manager at 233-0220.

Holiday decorations and trees (artificial) must not obstruct aisles. Exit routes must remain clear and unobstructed allowing safe passage for both normal and emergency situations. Decorations attached to the building walls, floors, doors, and windows must not damage the surfaces when they are removed. **Do not use adhesive tape to attach any decorations.**

Holiday lights must be turned off during non-duty hours. Use of extension cords is discouraged, however, if used; they must be heavy duty/commercial grade with grounded 3 prong receptacle and plug. Electrical cords must not be placed under furniture or carpet where they can become damaged and a fire hazard and should not be placed across hallways, aisles or doorways. Use or placement in these locations may pose a tripping hazard.

Holiday decorations should not be displayed prior to two weeks before the holiday and should be removed within one week after the holiday or as otherwise directed by the Department/Division Director.

## Pets

Animals in county buildings are prohibited except for law enforcement canine units and service animals. See **PPM CW-O-075** for details.

## Air Conditioning

The building heating, ventilation, and air conditioning (HVAC) system has been properly designed, tested and balanced for the building use. Indoor temperature, relative humidity, and air circulation is maintained within the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) recommended ranges for indoor occupant comfort. Do not adjust preset thermostats, cover or obstruct air supply diffusers or return air grills.

## Plants

Use artificial plants wherever possible as live potted plants, even when well maintained, may harbor bacteria and mold that impact other employees. The HVAC system has been designed to operate appropriately without the help of live plants. In addition, routine maintenance activities may result in water spills. Flowering and aquatic plants are prohibited.

## Use of Building Breakroom and Department Coffee Stations

The 4 Pts Office Building breakroom was designed as a convenience feature for the buildings occupants.

The breakroom is located on the first floor of the building and is adjacent to the Purchasing Department's conference room. The partitions separating the breakroom from the conference room shall remain in place and the doors between the rooms shall remain closed at all times. No eating is allowed in the Purchasing Department conference room. Also, during non-lunch hours, please keep the noise to a minimum since meetings may be taking place in the conference room.

The Department/Division coffee stations have been designed to house a refrigerator, microwaves and toaster oven. When using the appliances, please be clean, courteous, and not cook or reheat any fish items or food items with a strong aroma as the aromas will travel throughout the work environment.

No appliances are allowed in any areas outside of the building breakroom or outside the individual coffee station(s) within the Department/Division. Facilities is instructed to give notice for removal of any items placed outside of these approved areas. Use of individual coffee makers with non-exposed heating elements require approval of the FMD for the use outside of designed formal breakroom or coffee stations.

Breakrooms were not designed intended for food preparation or cooking. Use of refrigerators and small kitchen appliances such as microwaves, coffee pots with exposed heating elements, and toaster ovens in the Departmental/Division offices is not permitted. Refrigerators will not be supplied and should not be funded from County funds. No automatic ice makers will be installed.

Water coolers will not be supplied and should not be funded from County funds. In the event any department has a staff sponsored water cooler, these devices will only be allowed in the breakroom or coffee station and under no circumstances are to be placed on carpet surfaces.

The sink in the breakroom or coffee station should be used only for liquids. The sinks are not equipped with disposal units and are not designed for large meal cleanup. Paper products and disposable eating and serving utensils are encouraged. Any utensil cleaning in the sink should occur only after the item has been wiped clean of any solids.

Employees should not place paper napkins or other combustible items in appliances and the employee should not leave the breakroom while these appliances are in use. Use of appliances at workstations is prohibited. Only appliances which have a timing device that automatically turns off the appliance will be permitted in the breakroom.

Food and beverage vending machines are also available in the building. There will not be any vending machines located outside of this area without approval from Facilities Development & Operations.

Each agency of the 4 Pts Office Building is responsible for keeping all appliances and interior of the cabinetry clean in the building breakroom. A rotating schedule is to be agreed upon and supplied to FMD quarterly so they have on record.

In the event the Fire Department is called to respond to your location or a false alarm for any breakroom incident, all costs will be the responsibility of that Department.

## Food Storage and Disposal

All food is to be stored in the breakroom or Department/Division coffee stations. All food should be placed in the refrigerator or stored in sealed containers.

Do not discard any food debris in the office or workstation garbage cans. Discard food debris in the breakroom/coffee station areas. Observe local recycling programs.

## Custodial & Building Maintenance

Your custodial schedule is 6 days a week: Sunday, Monday, Tuesday, Wednesday, Thursday and Friday. Daytime Service which includes the cleaning of restrooms, employees break rooms, and policing of the parking lot is performed twice daily from 10:30 am – 12:00 pm and 1:30 pm – 3:00 pm. All paper recyclable are to be emptied in a common recycle bin in copy locations and are not to be left full at each desk. Glass, plastic and aluminum bottles can be disposed of in the building recycling bin in the building break room.

Routine Maintenance by all County support groups is done when a service request, new service or regular scheduled maintenance is due. Whenever possible, all support groups try to schedule any lengthy work for after regular business hours.

If you have any security concerns or off limit spaces for custodial or after hour access, these requests need to be sent by your Department/Division Director to your Facilities Region. Any location reported will require room numbers and a full description of why they are off limits in order to adequately process the request. Please note that "off limit" areas are ones that are security in nature and are typically behind a card access door such as a secured file room or server room.

Staff is encouraged to use interior trash receptacles and refrain from using exterior trash receptacles. The exterior trash receptacles are only emptied on routine custodial days and we must all do our part to minimize wild life interaction with our facilities.

## Personal Effects

In consideration of co-worker comfort, work area safety, indoor air quality, and good housekeeping, please recognize the following guidelines regarding personal effects.

- Coffee makers, microwave ovens, refrigerator/freezers, hot plates, and water coolers should be used in breakroom or coffee stations only or in an approved area by FMD.
- To minimize airborne paper particulates, please limit paper shredders and stored paper supplies to a designated area.
- Air fresheners are prohibited, including but not limited to plug in, automated, passive, aerosol, candles, potpourri, incense, and fragrant generating or masking products.
- The use of household and commercial cleaners is prohibited.

## Personal Effects continued

- To allow adequate and routine custodial cleaning of work areas, do not store files and boxes directly on the floor. Keep work areas free of excess clutter, files, and paper products. Minimize personal items brought from home such as pictures, knick knacks, and memorabilia. Excess personal effects substantially impact FMD's response to emergencies.
- Offices should be made available to the cleaning contractor on a daily basis.
- Work or personal items should not be placed on top of workstations or extend above the height of the partition. All work items should be placed on shelves, within cabinets or neatly stacked within your workstation.
- The County is not responsible for any personal items brought into the workspace.

## Facility Storm Preparations

In the event a storm is threatening landfall in Palm Beach County, the following actions are to be taken to reduce damage and help in any follow-up recovery effort:

- All non-essential items should be removed from work areas. All personal items should be removed from the building in the event you will not be returning to the building due to damage and to ensure they don't impede the recovery effort and in the event that another person is assigned to your work station during recovery. The manpower or time will not be available to box or otherwise protect them during the initial recovery effort.
- Prior to vacating the building, all boxes, books, paper, trash cans, electrical and electronic equipment should be removed from the floor and placed on desks, tables or chairs. This will significantly speed any required water removal and drying process should water enter the building.
- Items should be moved away from windows. Window blinds should be raised to reduce the chances that they will become airborne and increase the damage that may result from a window breaking.
- Computers and other electrical equipment should be unplugged and covered with plastic. Each Department/Division's Facility Coordinator should develop internal procedures for this.
- Refrigerators should be emptied in case there is an extended FPL power outage. Even though we have emergency generators, most refrigerators are not connected to generator power. The removed items should be taken to the dumpster to prevent odors. They should not be placed in office trash cans, since custodial will also be evacuating the building and may not have time to clean the building.
- All interior doors should be closed.
- Towels, rags, or other water absorbent materials should be placed on the sills of any windows that leaked during previous storms, to help absorb water and reduce the quantity that will reach the carpet.



## Facility Storm Preparations continued

- Supervisors should ensure that the pre-hurricane actions are completed prior to employees evacuating the building.
- Facility Management will be taking actions to prepare the facilities for the storm. Once the buildings are vacant, they will be placing sandbags at various exterior doors to reduce flooding. In addition, they will be taping exterior doors to reduce the quantity of wind driven water from entering the buildings (not window glass).
- After the storm and as soon as it is safe to travel, Facility Management staff will return to the buildings to conduct damage assessment, start the clean-up process, and arrange for additional equipment and personnel support as required.

## County Policy and Guidelines

The following is a list of commonly asked items:

- The use of personal space heaters, air purification units, dehumidifiers, humidifiers, and air conditioning units is prohibited.
- Candle burning and open flames are prohibited in all PBC buildings.
- No independent subcontractors can be called to do any service or work in any County facility.
- Inst-hot water dispensers are not permitted.
- All deliveries into the facility are to be scheduled in advance whenever possible. All building finishes need to be protected from damage of dollies and reckless maneuvering of delivery items.

4 PTS OFFICE BUILDING – BUILDING USER GUIDE  
ATTACHMENT A EXAMPLE



REQUEST FOR SERVICE

REQUEST# INSERT

PALM BEACH COUNTY  
FACILITIES DEVELOPMENT & OPERATIONS

|                                                   |                        |
|---------------------------------------------------|------------------------|
| REQUESTING DEPT NAME                              | FILL IN ACCOUNT CODE   |
| Requesting Dept. /Division/Office                 | ADVANTAGE Account Code |
| MUST MATCH APPROVAL SIGNATURE LIST ON FILE        | DATE SIGNED            |
| Authorized Signature (Division Director or above) | Date                   |

SERVICE REQUESTED:

Building: 4 PTS OFFICE BUILDING Room # 101

Address: 50 S. MILITARY TRAIL, WEST PALM BEACH, FL

CONFERENCE ROOM 1C-101 NEEDS A WHITEBOARD TO BE INSTALLED. WHITEBOARD IS ON SITE AND READY.  
LOCATION FOR INSTALLATION IS NOTED IN THE ROOM AND ON THE ATTACHED PLAN WITH AN "X" ON PLAN.

FACILITY COORDINATOR FEBRUARY 1, 2014  
Name of Contact Person Telephone (Required) Date Service Required

NOTE: Check ☐ If Request for ESTIMATE of cost ONLY (Attach sketches, specs, etc.)

FOR FACILITIES MANAGEMENT USE ONLY

|           |       |                  |       |
|-----------|-------|------------------|-------|
| TYPE      | _____ | MANAGER APPROVAL | _____ |
| BLDG      | _____ | DATE             | _____ |
| ZONE      | _____ | WORK ORDER#      | _____ |
| CRAFT     | _____ | INPUT PERSONAL   | _____ |
| LABOR     | _____ | DATE POSTED      | _____ |
| MATERIAL  | _____ |                  |       |
| PRIORITY  | _____ |                  |       |
| ACCT CODE | _____ |                  |       |

4 PTS OFFICE BUILDING – BUILDING USER GUIDE  
ATTACHMENT B EXAMPLE

REQUEST FOR PROJECT ASSIGNMENT  
PALM BEACH COUNTY  
FACILITIES DEVELOPMENT & OPERATIONS

This form is to be completed for all project requests of facility improvements and demolitions. Completed forms are to be emailed/sent to the FMD Regional Manager for the region in which the project work is to be done. Incomplete request forms will be returned until all information is provided in a proper and detailed manner as is necessary to determine both the priority and viability of said request.

Requesting Department/Division/Office:

REQUESTING USER DEPARTMENT NAME

Requesting Customer Contact Info: Name/Title:

FACILITY COORDINATOR FOR  
REQUESTING DEPARTMENT

Phone: FACILITY  
COORDINATOR  
PHONE #

Authorized Signature: (Division Director or Above)

AUTHORIZED SIGNATURE  
(must match approval lists on file)

DATE: February 1, 2014

SERVICE REQUESTED

Building: 4 PTS OFFICE BUILDING

Room# 100

Address: 50 S. Military Trail, West Palm Beach, FL

Date Service is Required/Scheduling Considerations:

JUNE 1, 2014

Project Type (Check All That Apply):

|                          |                           |
|--------------------------|---------------------------|
| <input type="checkbox"/> | Real Property Acquisition |
| <input type="checkbox"/> | Real Property Disposition |
| <input type="checkbox"/> | Real Property Exchange    |
| <input type="checkbox"/> | Real Property Lease       |
| <input type="checkbox"/> | New Facility Construction |
| <input type="checkbox"/> | Other                     |

|                                     |                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | Additional Space                                                                      |
| <input type="checkbox"/>            | Renovation of Existing Space                                                          |
| <input checked="" type="checkbox"/> | Interior Modifications Only                                                           |
| <input type="checkbox"/>            | Building System Changes/Add (HVAC, Reroof, etc.)                                      |
| <input checked="" type="checkbox"/> | Electronics – CCTV, Card Access, Fire/Intrusion, Cable TV, Audio/Video, 800 MHz Radio |

Project Description (Provide As Much Details As Possible, Photos, Drawings, Sketches, Specs, Etc., All Requests for Modification to Existing Buildings Must Be Accompanied by a Photo or Drawing of Affected Area, Use Additional Pages if Necessary):

DUE TO INCREASED VOLUMES WE ARE SERVICING AT THE FACILITY WE ARE IN NEED OF AN ADDITIONAL SUPERVISOR. WE ARE REQUESTING A CONVERSION FROM A CONFERENCE ROOM TO A HARD WALL OFFICE. THE CURRENT CONFERENCE ROOM HOUSES A TV AND AUDIO/VISUAL CONNECTION THAT WILL NEED TO BE REMOVED. THE NEW SUPERVISOR WILL NEED A PANIC BUTTON IN THEIR OFFICE. THE LARGE WHITE BOARD AND DIGITAL CLOCK IN THE ROOM WILL NEED TO BE REMOVED. CONFERENCE ROOM FURNITURE WILL NEED TO BE RELOCATED TO ANOTHER LOCATION.

SEE ATTACHED PLAN FOR NEW FURNITURE LAYOUT. (or you can note you need assistance with a furniture layout)

Purpose of Project:

WE HAVE DETERMINED THAT THE ADDITION OF A SUPERVISOR IS CRITICAL TO OUR OPERATIONS AND THE CONVERSION OF THIS CONFERENCE ROOM TO A HARD WALL OFFICE WILL HAVE LITTLE IMPACT AS WE WILL USE THE SHARED TRAINING ROOM OR THE ATTORNEY/CLIENT-MEDIATION ROOMS FOR OUR CONFERENCE NEEDS.

Budget Information (Check All That Apply):

FILL IN AS APPLIES

|                          |                                           |
|--------------------------|-------------------------------------------|
| <input type="checkbox"/> | Included In Current FY Budget             |
| <input type="checkbox"/> | Acct#: _____                              |
| <input type="checkbox"/> | Amount Budget: _____                      |
| <input type="checkbox"/> | Federal/State Funding? : _____            |
| <input type="checkbox"/> | Other Type (Grant): _____                 |
| <input type="checkbox"/> | Request for Estimate Only-Budget Purposes |

|                          |                             |
|--------------------------|-----------------------------|
| <input type="checkbox"/> | Included In Later FY Budget |
| <input type="checkbox"/> | Year? : _____               |

4 PTS OFFICE BUILDING – BUILDING USER GUIDE  
ATTACHMENT B EXAMPLE

Priority (Check The Priority That Applies):

| Priority                                     | Priority Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1-Emergency         | <i>Emergency priority</i> requests take precedence over all other requests and current projects. Projects in the assigned queue and those assigned and working will be displaced in priority. Requires immediate and continued attention until urgency is resolved.<br><i>Defined as a project</i> that impacts or threatens life/safety, health of any person, major damage to property, or threatens facility assets.                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> 2-Urgent | <i>Urgent priority</i> requests will be immediately placed to the top of the assignment queue and receive precedence over other projects. Requires immediate and continued attention until urgency is resolved.<br><i>Defined as a project</i> that significantly impacts facilities or the users, e.g. water intrusion, power interruption, access/intrusion issues, A/C or utility disruption or any situation which stops or prevents customer's program from operating.<br>If you checked this Priority, please indicate which current FD&O project you would like delayed in order to complete and reassign assets to this project: |
| <input type="checkbox"/> 3-Non-Emergency     | <i>Non-emergency priority</i> requests are placed in the order in which received and processed as time allows. Does not require immediate or urgent attention. This is the most common priority level.<br><i>Defined as a project</i> that is a regular work order not requiring an immediate response. The priority of this order is determined by the nature of the work requested and current work load within the Division, but is usually first in, first out.                                                                                                                                                                      |
| <input type="checkbox"/> 4-Estimates         | <i>Estimates priority</i> requests are placed in the order as time or work load will permit.<br><i>Defined as a project</i> that is not yet authorized and only requires an estimate for budgetary reasons. Once the estimate is completed, provided to the customer, and the project is authorized, it will be assigned one of the higher priorities depending on its urgency. Estimates may be moved up in priority when the project definition meets a higher urgency.                                                                                                                                                                |

If you checked a Priority Number 1 or 2 please explain in a detailed response the reasoning behind your decision (use additional paper if necessary):

WE HAVE CHECKED THIS PROJECT AS URGENT, THE NEW POSITION IS EXPECTED TO BE FILLED BY THE REQUESTED DATE.

APPROVAL AND ASSIGNMENT-FACILITIES ADMINISTRATION USE ONLY

Project Approved for Processing: \_\_\_\_\_ SIGNATURE

Project Processing Approval Date \_\_\_\_\_

Project Assigned to: \_\_\_\_\_

Project To Be Reviewed By (Check All That Apply):

|                          |                                  |                          |                                   |
|--------------------------|----------------------------------|--------------------------|-----------------------------------|
| <input type="checkbox"/> | Electronic Services and Security | <input type="checkbox"/> | Space and Interior Planner        |
| <input type="checkbox"/> | Regulatory Compliance            | <input type="checkbox"/> | ISS                               |
| <input type="checkbox"/> | Facilities Services              | <input type="checkbox"/> | Art                               |
| <input type="checkbox"/> | Facilities Management Division   | <input type="checkbox"/> | ADA                               |
| <input type="checkbox"/> | Capital Improvements Division    | <input type="checkbox"/> | Special Procurement Instructions: |

FOR FACILITIES MANAGEMENT USE ONLY

Regional Manager Comments (To include but not limited to viability of the project, other considerations, etc):

Region: \_\_\_\_\_  
Type: \_\_\_\_\_  
Bldg#: \_\_\_\_\_  
Craft: \_\_\_\_\_  
Labor: \_\_\_\_\_  
Mat'l: \_\_\_\_\_  
Priority: \_\_\_\_\_  
Acct Code: \_\_\_\_\_

Manager Approval: \_\_\_\_\_  
Date: \_\_\_\_\_  
Maximo Work Order#: \_\_\_\_\_  
Input Personnel: \_\_\_\_\_  
Date Posted: \_\_\_\_\_

# EXHIBIT "F"



## Palm Beach County Supervisor Incident Report

Occupational Health Clinic: 561-233-5430

For serious injuries or illnesses contact the  
Emergency Operations Center: 561-233-3500

Please type print clearly. This form must be filled out by the Immediate Supervisor for work related injuries or illnesses only.

### EMPLOYEE INFORMATION

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Department/Division: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_  
Station and/or Shift: \_\_\_\_\_ Immediate Supervisor's telephone number: \_\_\_\_\_

### INCIDENT DETAIL

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM Date incident reported to Immediate Supervisor: \_\_\_\_\_

Incident Location: \_\_\_\_\_

Briefly describe how the incident occurred: \_\_\_\_\_

Describe injury / illness & state part of body affected: \_\_\_\_\_

Did the employee seek medical treatment? ☐ Yes ☐ No  
If yes, what type/where? ☐ First Aid ☐ Occupational Health Clinic ☐ Other, please specify \_\_\_\_\_

### INVESTIGATIVE DETAIL

#### WITNESSES:

1. \_\_\_\_\_ NAME \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_  
2. \_\_\_\_\_ NAME \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

Action needed to prevent recurrence \_\_\_\_\_

Was the employee using the appropriate personal protective equipment? ☐ Yes ☐ No ☐ Not Applicable

Was the employee following appropriate safety procedures? ☐ Yes ☐ No ☐ Not Applicable

Signed \_\_\_\_\_ IMMEDIATE SUPERVISOR Date \_\_\_\_\_

Department/Division Head Review: \_\_\_\_\_

Signed \_\_\_\_\_ DEPARTMENT/DIVISION HEAD Date \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

Please separate and distribute copies as follows:

White: Personnel Green: Loss Control Canary: Department Pink: Clinic Goldenrod: Employee

**TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Louis  
Finney, hereinafter referred to as "Affiant", who being by me first duly sworn, under  
oath, deposes and states as follows:

1. Affiant is the Vice President of Head Start/Early Head Start of Lutheran  
Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant")  
which entity is the lessee of the real property legally described on the attached  
Exhibit "A" (the "Property").

2. Affiant's address is: 2210 Tall Pines Drive, Suite 220, Largo, FL 33771.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete  
listing of the names and addresses of every person or entity having a five percent (5%) or  
greater beneficial interest in the Tenant and the percentage interest of each such person or  
entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and  
with the penalties provided by the laws of the State of Florida for falsely swearing to  
statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this  
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and  
complete, and will be relied upon by Palm Beach County relating to its lease of the  
Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Louis Finney

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19<sup>th</sup>  
day of March, 2014, by Louis Finney [ ☒ ] who is  
personally known to me or [ ☐ ] who has produced \_\_\_\_\_ as  
identification and who did take an oath.

[Signature]  
Notary Public  
JoAnne Rattliff  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

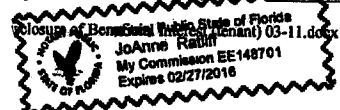


EXHIBIT "A"

To  
Exhibit "G"

Parcel A

A parcel of land in the Northeast one-quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Gun Club Estates, recorded in Plat Book 24, Page 189, Public Records of Palm Beach County, Florida; (For the purposes of this description, the Westerly line of said Gun Club Estates is assumed to bear South 00 degrees 01' 30" West and all other bearings herein are relative thereto); Thence South 89 degrees 45' 00" West along the Westerly prolongation of the Northerly Right-of-Way line of Gun Club Road as shown on said Plat, a distance of 342.17 feet; thence North 00 degrees 00' 00" East a distance of 327.20 feet to the Point of Beginning;

Thence South 89 degrees 45' 00" West a distance of 274.24 feet; thence North 00 degrees 00' 00" East along the Easterly Right-of-Way line of Military Trail, said line being parallel with and 53.0 feet Easterly of, as measured at right angles to the centerline of Military Trail, a distance of 462.27 feet; thence South 89 degrees 08' 30" East a distance of 616.82 feet to a point in the Westerly line of the aforementioned Gun Club Estates; thence South 00 degrees 01' 30" West along the Westerly line of Gun Club Estates, a distance of 450.34 feet; thence South 89 degrees 45' 00" West a distance of 342.32 to the Point of Beginning.

PCN: 00-42-44-01-00-000-1270

## Exhibit “B”

**To**

## Exhibit "G"

## SCHEDULE TO BENEFICIAL

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME

## ADDRESS

## PERCENTAGE

## OF INTEREST

**None. Lutheran Service Florida, Inc is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.**

[illegible]



**RESOLUTION NO. 20\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO LUTHERAN SERVICES FLORIDA, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Lutheran Services Florida, Inc. a Florida not-for-profit corporation (“LSF”) has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to LSF for use by LSF for Head Start and/or Early Start services to promote the school readiness of low income children by enhancing their cognitive, social and emotional functioning and to provide early, intensive and comprehensive child development services and family support services for low-income families; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1.   Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.   Authorization to Lease Real Property**

The Board of County Commissioners of Palm Beach County shall lease to LSF, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of approximately six months and a monthly rental of Twenty Thousand Three Hundred and Eighteen dollars and Eighty-Three cents (\$20,318.83), the real property identified in the Lease for the use identified above.

**Section 3. Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective contemporaneously with the Effective Date of the Lease attached hereto.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Commissioner Priscilla A. Taylor, Mayor  
Commissioner Paulette Burdick, Vice Mayor  
Commissioner Hal R. Valeche  
Commissioner Shelley Vana  
Commissioner Steven L. Abrams  
Commissioner Mary Lou Berger  
Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this day of \_\_\_\_\_, 2014.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

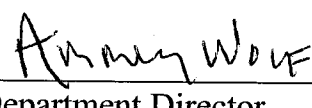
SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director

**LEASE AGREEMENT**

**between**

**PALM BEACH COUNTY  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
(County)**

**and**

**LUTHERAN SERVICES FLORIDA, INC.,  
a not for profit corporation  
(Tenant)**

**1101 Mentone Road, Lantana ("San Castle")**

## **LEASE AGREEMENT**

**THIS LEASE** made and entered into \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

### **WITNESSETH:**

**WHEREAS**, County is the owner of certain real property in the Town of Lantana, with an address of 1101 Mentone Road, a portion of which is improved with a building (the "Building") and various other improvements located thereon, and which is depicted and described on the attached Exhibit "A" (the "Property"); and

**WHEREAS**, County is operating a Head Start program in the Building and in the unimproved area of the Property as described and depicted on the attached Exhibit "B" (the "Premises"); and

**WHEREAS**, Tenant has applied for grant funding from the Office of Head Start to be the local administrator of the Head Start program in Palm Beach County; and

**WHEREAS**, Tenant desires to continue Head Start program services at the Premises; and

**WHEREAS**, County is willing to lease the Premises to Tenant for the continued operation of the Head Start program on a short-term basis as set forth hereinafter.

**NOW THEREFORE**, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE I RECITALS**

The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference.

## ARTICLE II DEFINITIONS

**"American with Disabilities Act" ("ADA")** shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

**"Board"** shall mean the Board of County Commissioners of Palm Beach County.

**"Capital Repair(s)"** shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that are necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers' recommendations and that add value to the Premises.

**"Common Areas"** shall mean those areas of the Property such as the parking areas and driveways that are shared with the Parks and Recreation Department or any other tenants and/or occupants of the Property from time to time.

**"County Property"** shall mean personal property and equipment that will remain at the Premises for use by Tenant during the Lease Term and that is identified on the attached Exhibit "C".

**"County Security Processes and Procedures"** shall mean those security processes and procedures provided by County to Tenant which outline the processes and procedures for responding to bomb threats, communicable disease public health threats, biological threats and other emergency situations at the Property.

**"Documentation"** shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

**"Effective Date"** shall have the meaning as described in Section 19.18 of this Lease.

**"Emergency Capital Repair"** shall mean a Capital Repair that County determines is required to be made on an expedited basis: 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition, or 3) in response to a need when the delay incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the County.

**“Facility”** shall mean the physical building and structural components of the Premises including any fixed personal property or improvements.

**“FDO”** shall mean the County’s Facilities Development & Operations Department.

**“FDO Service Agreement”** shall mean the description of individual service components that are routinely required for Maintenance and Repair of County property and which identifies the corresponding party who shall perform and fund each service component, attached hereto as Exhibit “D”.

**“FMD”** shall mean the Facilities Management Division of FDO.

**“FSD”** shall mean the County’s Facilities Services Division of FDO.

**“Grant”** shall mean a Grant awarded by the Office of Head Start for the Tenant’s Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

**“Grant Application”** shall mean the Tenant’s Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an initial five year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

**“Grant Year”** shall mean the one year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

**“Head Start”** shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

**“Information Systems Services (“ISS”)** shall mean the County’s Information Systems and Services department that is solely responsible for providing network services at the Premises pursuant to a Technology Service Agreement between Tenant and ISS.

**“Maintenance”** shall mean any work (preventative, routine or Repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers’ recommendations and does not add value to the Premises.

**“Notice of Grant Award”** or **“Notice of Award”** shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

**“Occupancy Date”** shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

**“Office of Head Start”** shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

**“Parks and Recreation Department”** shall mean the County’s Parks and Recreation Department.

**“Premises”** shall mean the Building on the Property and those unimproved areas of the Property as depicted and described on the attached Exhibit “B”.

**“Repair”** shall mean a form of Maintenance which may or may not involve the replacement of parts, components or materials.

**“Request for Service Form”** shall mean the form that is attached hereto as Exhibit “D” and used by Tenant to request that County perform Maintenance and Repair at the Premises.

**“Technology Service Agreement”** shall mean the agreement between ISS and Tenant for information technology services beginning on July 1, 2014 that shall include network services and that may include other related information technology services.

### **ARTICLE III BASIC LEASE PROVISIONS**

#### **Section 3.01 Premises.**

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the Premises. Tenant acknowledges that the Property is shared with the Parks and Recreation Department; provided, however, that Tenant shall have exclusive possession of the Premises.

**Section 3.02 Parking and Common Areas.**

The use and occupancy of the Premises by Tenant shall include the right to the non-exclusive use of the Common Areas depicted on Exhibit "A" attached hereto, including without limitation, parking areas and driveways of the Property. The Tenant shall have the non-exclusive right to use, on a first come first served basis, parking spaces in the Common Areas for Tenant vehicles, Tenant employee and visitor parking.

**Section 3.03 Notice of Grant Award.**

Tenant shall provide County with a copy of the Notice of Grant Award, within three (3) business days of Tenant's receipt of same. If applicable, Tenant shall provide County with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant's receipt of same. Additionally, and throughout the Term of this Lease, Tenant shall provide County with a copy of all: (1) Notices of Grant Award; (2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant's receipt of same.

**Section 3.04 Length of Term and Effective Date.**

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Effective Date"), and shall extend to 11:59 PM on June 30, 2015 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

**ARTICLE IV  
RENT****Section 4.01 Annual Rent.**

Tenant shall pay County an annual net rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice on the Effective Date and each subsequent anniversary thereafter. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. County shall receive the rent payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care or operation, except as specifically provided in this Lease.



**Section 4.02 Additional Rent.**

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

**Section 4.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.**

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Tenant's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Annual Rent or Additional Rent.

Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises except to the extent that Tenant and the purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law.

**Section 4.04 Unpaid Fees, Holdover.**

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises.

**Section 4.05 Accord and Satisfaction.**

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE V  
CONDITION OF LEASED PREMISES, ALTERATIONS****Section 5.01 Acceptance of Premises by Tenant.**

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises.

**Section 5.02 Alterations**

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld, granted, or granted subject to conditions as determined in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval. Alterations must be performed by County and in accordance to County's design and building criteria. Approval of any such request to be performed by County may be contingent upon Tenant providing full funding for said Alteration. Requests for Alterations to accommodate program functions, equipment or personal property are to be requested through a Request for Service form. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease.

Upon giving its approval for any work or Alterations, County shall specify whether the Alteration is to be removed, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

### **Section 5.03 No Liens**

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises, the Property, or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

## **ARTICLE VI CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

### **Section 6.01 Occupancy of Premises.**

Tenant's occupancy of the Premises is expressly contingent upon FDO's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2014 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as: (1) Tenant has provided FDO with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, and (2) the Director of FDO has provided Tenant with written approval to occupy.

### **Section 6.02 Use.**

Tenant shall use and occupy the Premises solely and exclusively for the operation of a Head Start program in accordance to the regulations and requirements of the Office of Head Start and the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall seek approval of the County no later than thirty (30) days prior to any special event or activity which will impact the use of the Common Areas or the Property.

The Tenant will work with the County to mitigate the impact of the Tenant's special event or activity on the County and the other entities sharing the Property to avoid disruption to program operations. The County's approval of Tenant's special event or activity shall not be unreasonably withheld.

**Section 6.03 Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. Tenant shall be solely responsible for the handling and disposal of hazardous waste, including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers within the interior portions of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

**Section 6.04 Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises and Common Areas, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

**Section 6.05 Non-Discrimination.**

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

**Section 6.06 Surrender of Premises.**

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in County.

**Section 6.07 Hazardous Materials.**

Tenant and County hereby acknowledge that County occupied the Premises for Head Start Program operations and that Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any preexisting contamination exists or is discovered during the term of this Lease, County shall promptly remove said substance(s) in accordance with Environmental Laws at County's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with County to identify a temporary location for said program during a period of Environmental Remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or the Common Areas or on any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises and utilize the Common Areas in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Release shall mean the release, storage, use, handling, discharge or disposal of Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Release of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of a Release of Hazardous Materials in violation of Environmental Laws upon the Premises or emanating from the Premises onto adjacent lands as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises in violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision

establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Occupancy Date and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall be considered a Capital Repair to be performed by County pursuant to Article IX of this Lease.

Tenant acknowledges the County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

## **ARTICLE VII COUNTY PERSONAL PROPERTY**

### **Section 7.01 County Property.**

The County Property identified on the attached Exhibit "C" shall remain at the Premises for use by Tenant during the Lease Term. Tenant's use of the County Property shall be strictly limited to uses relating to the Tenant's Head Start program in Palm Beach County. At all times the County Property shall remain the sole and exclusive property of the County, and the Tenant shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

Tenant certifies that Tenant has inspected the County Property and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the County Property including, without limitation, any relating to the physical condition of the County Property, or the suitability of the County Property for Tenant's intended use. Tenant certifies that it shall use the County Property in a safe and appropriate manner and for its intended purpose.

At the conclusion of the Term, Tenant shall return the County Property to County in good condition and repair as specified herein, normal wear and tear excepted.

The County retains the right to make a final determination as to whether a particular asset located at the Premises on the Occupancy Date is in fact County Property. Tenant shall be responsible for seeking a determination from County on any asset not specifically identified.

**Section 7.02 Repair and Maintenance of County Property.**

The County Property identified on the attached Exhibit "C" is separated into "Tenant Maintained" and "County Maintained" categories. Tenant shall be solely responsible for the Repair and Maintenance of all Tenant Maintained County Property at Tenant's sole cost and expense. County shall be responsible for the Maintenance and Repair of the County Maintained County Property. To the extent not specified in this Lease, County shall have the right to determine whether County Property shall be Repaired and Maintained by County or Tenant. It shall be Tenant's responsibility to seek a determination from County if required.

Tenant shall be responsible for notifying County of any Maintenance or Repairs required for County Maintained County Property and shall immediately notify County of any required repair, damage, loss, or condition of County Maintained County Property that may pose a security or a safety risk.

**Section 7.03 Tenant Responsibility for Reimbursement.**

Tenant shall be solely responsible for loss of or damage to County Property including loss or damage from acts of vandalism, but specifically excluding normal wear and tear. In the event of loss or damage, Tenant shall repair or replace the County Property with property that meets County requirements for functionality and that is the equivalent or better than the original in terms of age, condition and value, or Tenant can compensate County for the undepreciated value of the asset as of the Effective Date of the Lease.

**ARTICLE VIII  
MAINTENANCE AND OPERATING REPAIR**

**Section 8.01 County Maintenance and Repair Responsibilities.**

**8.01.01** County shall perform, at its sole cost and expense (except as specifically provided in this Lease), the primary base building/systems Repair and Maintenance required for the Premises generally including components of foundation and substructure, structural systems, exterior wall systems, roof systems, random exterior vandalism (not caused by Tenant's employees, agents, contractors, invitees or guests or caused by failing to secure the Premises), electrical system, energy control system, base building HVAC, fixed fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds and irrigation for the Premises.

**8.01.02** The County shall perform, at its sole cost and expense (except as specifically provided in this Lease), the secondary building systems Maintenance and

Repair responsibilities for the Premises generally including, but not limited to floor covering, interior wall and partitions, signage, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises. The County shall perform the Maintenance and Repair and upkeep of the security, access cards and/or keys and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures and interior plumbing fixtures.

**8.01.03** County shall be responsible for indoor air quality complaints related to Facility mechanical failures only, and such responsibility shall be strictly limited to referral of the complaints to the County's FMD for assessment and recommendation pursuant to County policy and procedure. The FMD shall coordinate and obtain the appropriate input of FSD and the results of any FSD air quality assessment, analysis or review will be deemed conclusive. County shall address the recommendations of the FSD, if any, to the extent they involve Facility mechanical failures. All other liability and responsibility as well as cost and expense for response or remediation of indoor air quality shall be the sole and exclusive responsibility of Tenant. This includes, but is not limited to, air quality complaints or issues arising from Tenant Head Start program operations, air quality issues arising from inspections, employee complaints regarding odors or perfumes and all other causes or complaints regarding indoor air quality.

**8.01.04** Network communication services shall be provided by ISS, at Tenant's cost, pursuant to the terms and conditions of the Technology Service Agreement.

**8.01.05** All building signage shall be subject to the advance approval of FDO in each instance and shall be at Tenant's sole cost and expense. Tenant shall submit proposed plans designating the size, placement, style and content of the sign to FDO for approval. FDO shall respond to Tenant within seventy two (72) business hours with approval or denial. If denied, County shall provide specific recommendations to address the issue(s) resulting in denial. Tenant shall not post building signage until same has been approved by County. County shall maintain the existing marquee or monument sign(s). Tenant's name shall not be listed on the marquis or monument sign(s).

## **Section 8.02 Tenant Maintenance and Repair Responsibilities.**

**8.02.01** Notwithstanding anything contained in Section 8.01, Tenant will be solely responsible for all costs of Maintenance or Repair to the Premises or Common Areas: (1) specifically identified in this Article VIII as a Tenant responsibility or cost; (2) caused by the Tenant, or its agents, contractors, employees or invitees; (3) resulting from Tenant's failure to secure the Premises, including but not limited to, vandalism damage resulting from failure to secure the Premises; (4) resulting from acts of vandalism to the



Premises if such was caused or created by the Tenant, its agents, invitees, employees or guests; (5) that is not addressed in this Lease but that is customarily charged to occupants of County facilities; or (6) caused by failure to comply with the terms and conditions of this Lease.

**8.02.02** Tenant shall be solely responsible for performing and funding all Head Start program related service, Maintenance, or Repair requirements including Head Start program related requirements that may be identified in an inspection for licensure or certification.

**8.02.03** Tenant shall be responsible for funding and performing all routine custodial Maintenance or service, pest control services, exterior pressure cleaning and window washing, all Repairs or Maintenance or upkeep of furniture, playground equipment, personal property and equipment including kitchen equipment that is not identified in Exhibit "C", Repairs or Maintenance requirements that are common to the operation of any Head Start program including, but not limited to waste receptacles, spill Maintenance, cleaning air conditioning vents, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, hazardous waste disposal and other Repairs or Maintenance customarily handled by a handyman or laborer.

**8.02.04** Tenant shall be solely responsible for all costs or expenses resulting from false alarms caused by Tenant, its employees, agents, invitees or guests.

**8.02.05** Tenant shall be solely responsible for all costs and expenses of Repairing and Maintaining the CCTV system.

**8.02.06** Any Maintenance and/or Repair that requires a modification to the walls or ceilings and/or removes, replaces, or alters any infrastructure, cabling or structure within the wall or ceiling is subject to the prior written consent of County in each instance, which may be withheld, granted, or granted subject to conditions as determined by County in its discretion.

**8.02.07** Tenant shall request Premises Maintenance and/or Repairs from FMD through submittal of a Request for Service Form, attached hereto as Exhibit "D". County services shall be performed according to County specifications and standards.

**8.02.08** Tenant shall be solely responsible for all costs of specialized services; e.g., audio/video Repairs or services.

**8.02.09** Notwithstanding anything in this Lease to the contrary, Tenant is solely responsible for Head Start program related security, including all security requirements

for the Premises and Common Areas for Tenant's agents, employees, guests and invitees that arise from, out of, or that relate to, the Tenant's use of the Premises.

### **Section 8.03 Other Tenant Responsibilities.**

**8.03.01** Tenant shall pay for all the Tenant's Annual Rent and/or Additional Rent and other charges herein reserved and imposed shall not be abated while said Repairs or Maintenance are being made.

**8.03.02** Tenant shall notify County within two (2) hours of Tenant's becoming aware of any of the following: 1) the presence of any individual on the Premises within the previous seven (7) days who has an airborne communicable disease that constitutes a public health threat, 2) any other public health threat involving the Premises, 3) bomb threat at the Premises, 4) biological threat involving the Premises, or 5) other security threat at the Premises. For each of these, Tenant shall utilize and follow County Security Processes and Procedures to ensure proper reporting and response. Tenant shall timely inform County of other security incidents or non-airborne communicable diseases that constitute a public health threat or other material public health issues relating to a program participant or employee.

**8.03.03** Tenant shall complete a Palm Beach County Supervisor Incident Report Form ("Incident Form"), attached hereto as Exhibit "E" each time: 1) There is an accident, fall or injury at the Premises, there is an incident requiring a police response at the Premises, or medical attention is sought at the Premises as a result of an accident, fall, injury or incident at the Premises (collectively a "Premises Accident"); or 2) Tenant has actual knowledge that, an accident, fall or injury occurred at the Property, there was an incident requiring a police response at the Property, or medical attention was sought at the Property as a result of an accident, fall, injury or incident at the Property (collectively "Property Accidents"). In addition, Tenant shall complete the Incident Form each time Tenant has actual knowledge that medical attention was sought at a later time as a result of a Premises Accident or a Property Accident (collectively a "Medical Incident").

Tenant shall provide County with a copy of the completed Incident Form promptly, or as soon thereafter as practicable, but in no event later than twenty-four (24) hours following a Premises Accident and Tenant shall provide County with a complete Incident Form no later than twenty-four (24) hours following Tenant's actual knowledge of a Property Accident or Medical Incident.

In lieu of preparation of the Incident Form, Tenant may provide County with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to

the Accident area and take such other action as is required to protect the participants and invitees, preserve the Accident area in its "as-is" condition, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not make any changes to the condition of the Accident area or perform any Repairs or Maintenance to the Accident area prior to County approval of same. County will respond to Tenant within twenty-four (24) hours of receipt of an Incident Form or other Documentation of an Accident.

**8.03.04** Only products approved by FMD can be utilized at the Premises. There shall be no aerosols, deodorizers or other products used at the Premises by Tenant, its invitees, employees, or contractors, without advance approval of FMD.

**8.03.05** County shall provide Tenant with copies of building plans and specifications ("Building Plans") as required for the Tenant to fulfill its licensing obligations pursuant to this Lease within thirty (30) days of the Tenant's occupancy of the Premises. Tenant acknowledges and agrees that the Building Plans are confidential and exempt from public disclosure pursuant to Florida Statutes §119.071(3)(a)1 and 2 and §119.071(3)(b), that the Building Plans are being provided to Tenant subject to Tenant's agreement to protect the confidential status of same and that Tenant shall use the same degree of care that Tenant would utilize for its own confidential information, but in no event less than a reasonable degree of care, to safeguard and protect the confidentiality of the Building Plans at all times. Tenant shall not duplicate, disclose or use the Building Plans for any purpose other than as set forth in this Section. At the termination of this Lease, all Building Plans shall be returned to County.

**Section 8.04 ADA Compliance Responsibilities.**

Tenant and County have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations, as of the Effective Date. County affirms that there are no pending ADA claims related to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the County from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, the Facility, the Common Areas, personal property or fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall advise the County of any claim which alleges that the Premises are not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the Tenant shall evaluate the conditions and present the County with a plan, highlighting any modifications that the Tenant believes are the County's responsibility. Tenant shall have sole financial responsibility for the costs and expenses required to bring the Premises into compliance unless Tenant can demonstrate that such non-compliance existed and was the County's responsibility prior to the Occupancy Date. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant shall advise the County of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the County with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law or regulation. Tenant shall have sole financial responsibility for the costs and expenses associated with bringing the Premises into compliance with any enrolled law or approved regulation. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs to be funded as set forth in this Section 8.04 and performed by County pursuant to Article IX of this Lease.

**Section 8.05 Rights of County Regarding Maintenance and Repair.**

The County shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its obligations pursuant to this Lease, including without limitation, its Repair and Maintenance obligations and to review the condition of the Premises. In addition, County shall have the right to enter and inspect the Premises without notice, if the County has reason to believe that an emergency situation exists at the Premises. If, in the County's reasonable opinion, the Tenant has not performed obligations pursuant to the terms set forth in this Lease Agreement, the County shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice within which to correct or remedy the deficiencies.

If Tenant fails to commence a cure of within thirty (30) days of the notice, or fails to correct or remedy an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and County may proceed

pursuant to Article XV (Default) or County shall have the right, but not the obligation, to correct the deficiency on behalf of Tenant. However, County correction of an identified deficiency does not imply County agreement to continue such Repair and/or Maintenance service on an on-going basis, or to waive any other remedies under this Agreement.

To compensate County for its time, effort and inconvenience associated with correcting an identified deficiency on behalf of Tenant, Tenant shall reimburse County for the costs of the corrective action at the rate of one and a half times the cost to County for contract services (including parts, labor and all contract costs), and at the rate of the actual cost to County for materials and parts, and time and a half for staff labor. Tenant will be invoiced by County and Tenant shall pay said invoice within thirty (30) days after date of invoice or be in default of this Lease Agreement.

## **ARTICLE IX CAPITAL REPAIRS**

County shall be solely responsible for the planning, performance and execution of Capital Repairs at the Premises. The County shall coordinate with the Tenant, no less than 30 days in advance of the initiation of on-site Capital Repair work (unless an Emergency Capital Repair is required) in order to minimize the impact of the Capital Repair project on the Tenant's operation.

## **ARTICLE X UTILITIES**

Tenant shall be solely responsible for all costs and expenses relating to providing utility services to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

## **ARTICLE XI INSURANCE**

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, beginning on or before the Occupancy Date, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained

herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

**Section 11.01 Commercial General Liability.**

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

**Section 11.02 Business Auto Liability.**

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

**Section 11.03 Workers' Compensation & Employers Liability.**

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

**Section 11.04 Premises Insurance.**

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any alterations, betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

**Section 11.05 Additional Insured Endorsement.**

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a

Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

**Section 11.06 Certificate of Insurance.**

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

**Section 11.07 Waiver of Subrogation.**

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

**Section 11.08 Premiums and Proceeds.**

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

**Section 11.09 Deductibles, Coinsurance, & Self-Insured Retention.**

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

**Section 11.10 Right to Review, Reject or Adjust Insurance.**

The County's Risk Management Department shall have the right, but not the obligation, to review, reasonably adjust, reasonably reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. Acceptance of insurance policies or coverage shall not be unreasonably withheld. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action, and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

**Section 11.11 No Representation of Coverage Adequacy.**

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

**Section 11.12 Insurance for Special Events and Outside Persons/Groups.**

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 11.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 11.05. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE XII  
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the Premises, Facility or Property by reason, during, or as a result of the use and occupancy of the Premises, Facility or Property by the Tenant, its agents, employees, licensees, invitees and any subtenant and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant



recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

### **ARTICLE XIII DESTRUCTION OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the County shall at its sole option commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event that County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

### **ARTICLE XIV ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

### **ARTICLE XV DEFAULT**

#### **Section 15.01 Default by Tenant.**

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to

commence Head Start program operations at the Premises on or before July 1, 2014; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from County; (iv) Tenant's vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency grantee, then County intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter County shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to County if an Event of Default occurs.

#### **Section 15.02 Default by County.**

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XVI**  
**EARLY TERMINATION/ANNUAL APPROPRIATIONS**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners, provided however, that an Early Termination pursuant to this Article shall be subject to the notice provision set forth in Article XVII.

**ARTICLE XVII**  
**EARLY TERMINATION**

Notwithstanding anything herein to the contrary, County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement, immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before July 1, 2014; or (2) upon notice to Tenant from the Office of Head Start that the Grant Application project budget will not be funded on or before July 1, 2014; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided however that Tenant's duties and obligations pursuant to this Lease including, but not limited to, Tenant's Maintenance and Repair obligations, shall continue until the termination of the Lease.

**ARTICLE XVIII**  
**QUIET ENJOYMENT**

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIX  
MISCELLANEOUS**

**Section 19.01 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by County and Tenant.

**Section 19.02 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

With a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

(b) If to the Tenant at:

Lutheran Services Florida, Inc.  
3627A West Waters Avenue  
Tampa, Florida 33614

With a copy to:

Lynn W. Stone, MBA  
QA Compliance and Contracts Manager  
Lutheran Services Florida-Head Start Program  
2210 Tall Pines Dr., Suite 210  
Largo, FL 33771

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 19.03 Disclosure of Beneficial Interests.**

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "F", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 19.02 of this Lease.

**Section 19.04 Severability.**

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 19.05 Broker's Commission.**

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

**Section 19.06 Recording.**

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

**Section 19.07 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

**Section 19.08 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

**Section 19.09 Radon.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

**Section 19.10 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 19.11 Waiver, Accord and Satisfaction.**

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or

approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

**Section 19.12 Non-exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 19.13 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 19.14 Incorporation by Reference.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

**Section 19.15 Survival.**

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

**Section 19.16 No Third Party Beneficiary.**

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant.

**Section 19.17 Office of the Inspector General.**

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or

receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**Section 19.18 Effective Date of Lease.**

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the Board ("Effective Date").

THE REAMINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK



IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

**LUTHERAN SERVICES FLORIDA,  
INC., a Florida not-for-profit  
corporation**

Heidi Greenslade  
Witness Signature

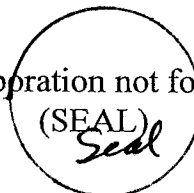
Heidi Greenslade  
Print Witness Name

Gary W. Johnson  
Witness Signature

Gary W. Johnson  
Print Witness Name

By: [Signature]  
Louis Finney, Jr., Vice President

(corporation not for profit)



ATTEST:

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: [Signature]  
Assistant County Attorney

By: [Signature] W  
Director, Facilities Development  
& Operations

### **SCHEDULE OF EXHIBITS**

|         |     |                                             |
|---------|-----|---------------------------------------------|
| EXHIBIT | "A" | THE PROPERTY                                |
| EXHIBIT | "B" | THE PREMISES                                |
| EXHIBIT | "C" | COUNTY PROPERTY                             |
| EXHIBIT | "D" | REQUEST FOR SERVICE FORM                    |
| EXHIBIT | "E" | SUPERVISOR INCIDENT FORM                    |
| EXHIBIT | "F" | TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS |

EXHIBIT "A"  
The Property

SAN CASTLE  
1101 Mentone Road  
Lantana, FL



EXHIBIT "B"  
The Premises

SAN CASTLE  
1101 Mentone Road  
Lantana, FL

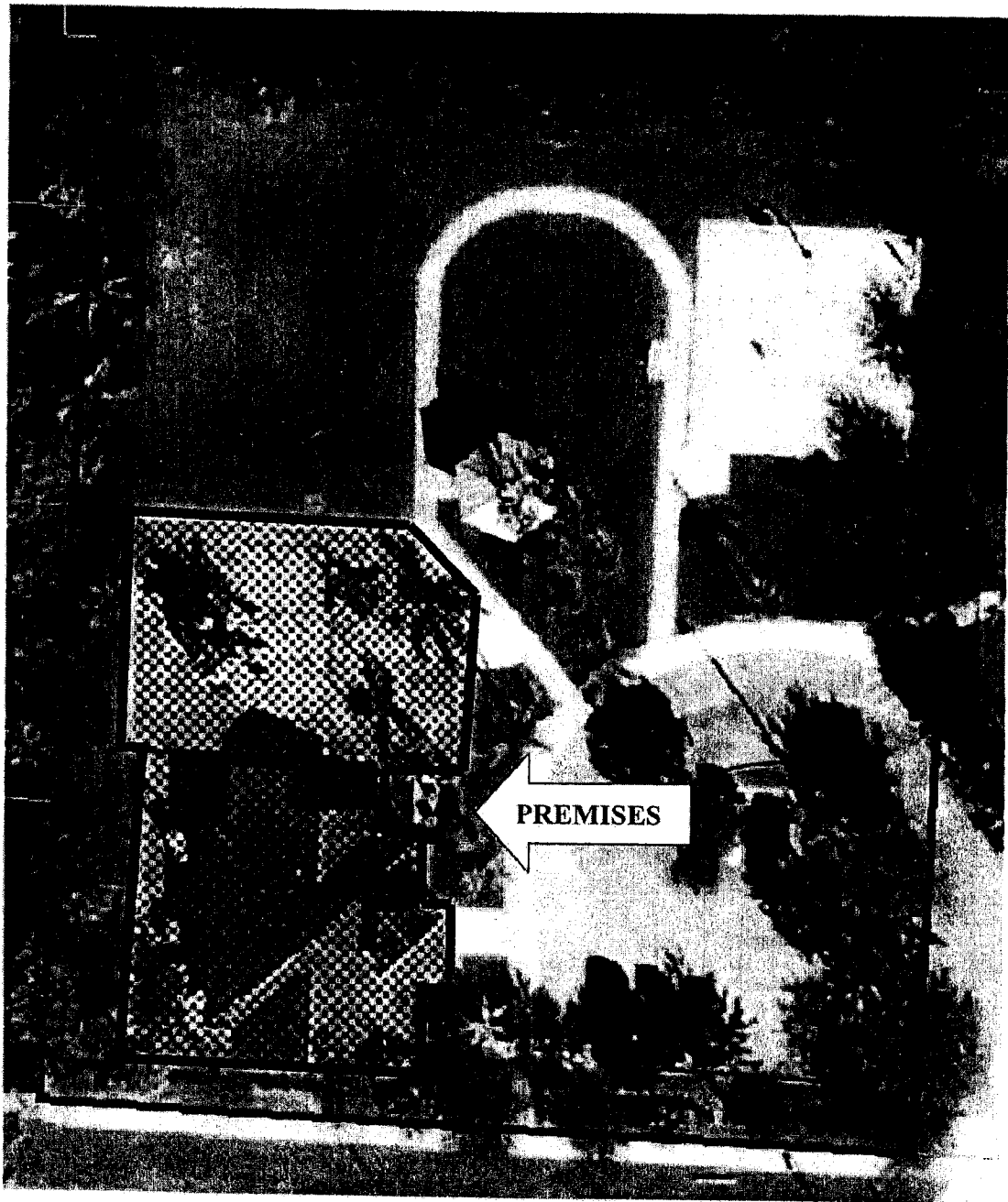


EXHIBIT "C"  
COUNTY PROPERTY

SAN CASTLE

---

County Maintained

- 1) Fire alarm system
- 2) Intrusion alarm system
- 3) All window treatments or blinds
- 4) All fixtures and all fixed, installed, attached or bolted personal property including modular workstations, or personal property otherwise attached to the Premises.
- 5) Telephone Systems and equipment (Pursuant to ISS Network Agreement)

Tenant Maintained

- 1) CCTV system



## REQUEST FOR SERVICE

Request # \_\_\_\_\_

### PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS FACILITIES MANAGEMENT DIVISION

\_\_\_\_\_  
Requesting Dept./Division/Office\_\_\_\_\_  
Advantage Account\_\_\_\_\_  
Authorized Signature (Division Director or above)\_\_\_\_\_  
Date

### SERVICE REQUESTED:

Building: \_\_\_\_\_ Room# \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Name of Contact Person\_\_\_\_\_  
Telephone (required)\_\_\_\_\_  
Date Service is RequiredNOTE: Check ☐ If Request for ESTIMATE of cost ONLY (Attach sketches, specs, etc.)

### FOR FACILITIES MANAGEMENT USE ONLY

 Type \_\_\_\_\_  
 Bldg \_\_\_\_\_  
 Zone \_\_\_\_\_  
 Craft \_\_\_\_\_  
 Labor \_\_\_\_\_  
 Mat'l \_\_\_\_\_  
 Priority \_\_\_\_\_  
 Acct Code \_\_\_\_\_
Comments: \_\_\_\_\_  
\_\_\_\_\_

Manager Approval \_\_\_\_\_

Date \_\_\_\_\_

Work Order # \_\_\_\_\_

Input Personnel \_\_\_\_\_

Date \_\_\_\_\_

White &amp; Yellow Copies: Facilities Management

Pink Copy: Requesting Dept.

COUNTY FORM 023

EXHIBIT "E"



Palm Beach County Supervisor Incident Report

Occupational Health Clinic: 561-233-5450

For serious injuries or illnesses contact the  
Emergency Operations Center: 561-233-3500

Please type print clearly. This form must be filled out by the Immediate Supervisor for work related injuries or illnesses only

EMPLOYEE INFORMATION

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Department/Division: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_  
Station and/or Shift: \_\_\_\_\_ Immediate Supervisor's telephone number: \_\_\_\_\_

INCIDENT DETAIL

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ AM/ PM Date incident reported to Immediate Supervisor: \_\_\_\_\_

Incident Location: \_\_\_\_\_

Briefly describe how the incident occurred: \_\_\_\_\_

Describe injury / illness & state part of body affected: \_\_\_\_\_

Did the employee seek medical treatment? ☐ Yes ☐ No  
If yes, what type/where? ☐ First Aid ☐ Occupational Health Clinic ☐ Other, please specify \_\_\_\_\_

INVESTIGATIVE DETAIL

WITNESSES:

1. \_\_\_\_\_ NAME \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_  
2. \_\_\_\_\_ NAME \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

Action needed to prevent recurrence \_\_\_\_\_

Was the employee using the appropriate personal protective equipment? ☐ Yes ☐ No ☐ Not Applicable

Was the employee following appropriate safety procedures? ☐ Yes ☐ No ☐ Not Applicable

Signed \_\_\_\_\_ IMMEDIATE SUPERVISOR Date \_\_\_\_\_

Department/Division Head Review: \_\_\_\_\_

Signed \_\_\_\_\_ DEPARTMENT/DIVISION HEAD Date \_\_\_\_\_

\*\*\*\*\*

EMPLOYEE SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

Please separate and distribute copies as follows:

White: Personnel Green: Loss Control Canary: Department Pink: Clinic Goldenrod.- Employee

**TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Louis Finney, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President, of Head Start/Early Head Start of Lutheran Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 2210 Tall Pines Drive, Suite 220, Largo, FL 33771.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Louis Finney

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19<sup>th</sup> day of March, 2014, by Louis Finney [ ☒ ] who is personally known to me or [ ☐ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
Notary Public  
JoAnne Ratliff  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_





Exhibit "A"  
To  
Exhibit "F"

1101 Mentone Road  
Lantana, FL

A parcel of land in the Northeast Quarter (NE ¼) of Section 9, Township 45 south, Range 43 East, Palm Beach County, Florida, being a portion of the Replat of Part of Greynolds Highlands and Hypoluxo Subdivision recorded in Plat Book 18, page 58, of the Public Records of Palm Beach County, Florida, more particularly described as:

Commencing at the Southeast corner of said Northeast Quarter (NE ¼) of Section 9; Thence North 2° 17' 56" East along the East line of said Northeast Quarter (NE ¼), a distance of 35.92 feet to the North right-of-way of Mentone Road according to the Plat of Hypoluxo Ridge Subdivision Addition No. 2, as recorded in Plat Book 27, page 199, said Public Records; thence North 87° 42' 04" West along said North right-of-way, a distance of 474.60 feet to the POINT OF BEGINNING; thence continue North 87° 42' 04" West along said North right-of-way, a distance of 188.84 feet to the East line of Lots 71 through 74, Sunny Hills Homesites, as recorded in Plat Book 37, Page 79, said Public Records; thence North 2° 28' 47" East along said East line of Lots 71 through 74, a distance of 230.67 feet to the South line of the Plat of Pointe Overlook, according to the Plat Book 30, page 12, said Public Records; thence South 87° 42' 04" East along said South line, a distance of 188.84 feet; thence South 2° 28' 47" West along a line parallel with the East line of said Lots 71 through 74, a distance of 230.67 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Ingress/Egress Easement Agreement:

Beginning at the above referenced POINT OF BEGINNING; thence North 2° 28' 47" East, a distance of 105.00 feet; thence South 32° 50' 13" East, a distance of 70.92 feet; thence South 2° 28' 47" West, a distance of 47.00 feet to the said North right-of-way of Mentone Road; thence North 87° 42' 04" West, a distance of 41.00 feet to the POINT OF BEGINNING.

PCN: 00-43-45-09-00-000-1090

## Exhibit "B"

**To**

## Exhibit "F"

## SCHEDULE TO BENEFICIAL

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME \_\_\_\_\_

## ADDRESS

## PERCENTAGE

## OF INTEREST

**None. Lutheran Service Florida, Inc is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

**RESOLUTION NO. 20\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO LUTHERAN SERVICES FLORIDA, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Lutheran Services Florida, Inc. a Florida not-for-profit corporation (“LSF”) has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to LSF for use by LSF for Head Start and/or Early Start services to promote the school readiness of low income children by enhancing their cognitive, social and emotional functioning and to provide early, intensive and comprehensive child development services and family support services for low-income families; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1.   Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.   Authorization to Lease Real Property**

The Board of County Commissioners of Palm Beach County shall lease to LSF, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of approximately one (1) year and an annual rental of One Dollar (\$1.00), the real property identified in the Lease for the use identified above.

**Section 3.   Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective contemporaneously with the Effective Date of the Lease attached hereto.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Commissioner Priscilla A. Taylor, Mayor  
Commissioner Paulette Burdick, Vice Mayor  
Commissioner Hal R. Valeche  
Commissioner Shelley Vana  
Commissioner Steven L. Abrams  
Commissioner Mary Lou Berger  
Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this day of \_\_\_\_\_, 2014.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

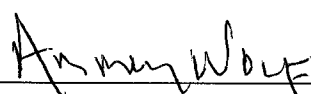
SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director